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The Solicitors' Journal.

LONDON, FEBRUARY 25, 1871.

THE MASTER OF THE ROLLS decided, in *Re Rush* (1) (18 W. R. 331), that default by a solicitor in payment of a balance found due from him upon taxation of his bill of costs, under the common order for that purpose, is "default in payment of a sum of money ordered to be paid by the solicitor in his character of an officer of the Court," within the meaning of the Debtors Act, 1869, s. 4, sub-section 4, and renders him liable to be attached. The reader will no doubt be startled to find that in *Re Rush* (2), which we report in another column, the Master of the Rolls held, on Thursday, that default by a client in payment of the sum found due from him upon the taxation of his solicitor's bill of costs rendered him liable to attachment, he being himself a solicitor. Whatever may be the precise meaning of the words, "in his character of an officer of the Court," it is not easy to see how there can be default in his character of an officer of the Court where the solicitor has not acted as a solicitor at all, but has employed another solicitor to act for him. The exceptions from the operation of the enactment abolishing imprisonment for debt all point to some degree of culpability on the part of the debtor, beyond the ordinary moral culpability of not paying a debt, and that is the reason why no proof of ability to pay is required under section 4, as under section 5. Why should a man who happens to be a solicitor be liable to be arrested and imprisoned on default in payment of his solicitor's bill of costs, when everybody else is no longer liable? Or why should a solicitor possess a stronger remedy against a member of his own branch of the profession than against anybody else? The Master of the Rolls has certainly not construed strictly this highly penal enactment. The taxation involved the common order to pay the sum found due. The party ordered *happened to be* an officer of the Court, but the order was clearly not made on him in that character, but as a suitor. This decision amounts to saying that whenever a solicitor happens, in his own private person, to be a party to a proceeding in court, any injunction or other direction of the Court, directed to him as such party, is a direction to him as an officer of the Court. The decision is obviously wrong.

THE PRIVY COUNCIL COMMITTEE have, by their judgment on Thursday in *Hebbert* v. *Purchas*, dealt another severe blow at what is called "Ritualism" in the Church of England. Lighted candles on the communion table were prohibited in *Martin* v. *Mackonochie*, but the mixed chalice received only a mitigated condemnation; and the legality of *wafer bread* and the cherished *vestments* was not in controversy at all in that famous suit. It remained for the eccentricities of Mr. Purchas, the minister of a proprietary chapel in Brighton, to give cause for the judicial determination of the lawfulness of these and other minor ritualistic practices very important in the eyes of a large body of English clergy, and not without interest to the community at large. And first, the "vestment" controversy is at last ended, and the alb, tunicle, and chasuble, are now pronounced illegal. There was a good deal to be said for their retention. Mr. Purchas, however, chose to say nothing, as he did not appear either personally or by counsel. But the condemnation of their use is of equal authority and must be equally obeyed as though it had followed an argument on both sides. Many years ago an opinion bearing the signatures of Sir Roundell Palmer, Sir Hugh Cairns and Mr. Mellish pronounced against them, and that opinion is now confirmed by the Judicial Committee. The question turns on the true construction of the prefatory note on ornaments contained in the Prayer-book. "Such ornaments of the church and of the ministers thereof, at all times of their ministration shall be retained and be in use as were in this Church of England by authority of Parliament in the second year of the reign of King Edward VI." The vestments in question unquestionably were in use at the period indicated, and were prescribed by authority of Parliament, being expresely mentioned in the first Prayer-book of Edward VI., which was established by the Act of Parliament, 2 & 3 Edw. 6, c. 1 (the first Act of Uniformity.) But it is equally certain that they had not been "retained" in our churches up to the year 1662, when the present Prayer-book was promulgated. And further, it would seem to be the opinion of the Committee that by certain advertisements issued in the seventh year of Elizabeth's reign any dress but the surplice was rendered illegal. Assuming, then, that the old vestments, prescribed by authority of Parliament in the second year of Edward VI., had become not only obsolete but illegal in the interval between that period and the date of the present Prayer-book, the real question is whether the words of the Rubric are sufficient to *revive* their use. The Judicial Committee have held that they are not sufficient. The subject is a difficult one, and we hope to return to it more fully on a future occasion.

Next, the "mixed chalice" is condemned. It had been already pronounced illegal to mix the water with the wine *during* the service by Sir Robert Phillimore, in *Martin* v. *Mackonochie*, but he decided, in Mr. Purchas's case, that water might be *administered* with the wine, provided the chalice was mixed *before* the service begun. This qualified liberty is now abolished; and wine without water must in future be administered to the communicants at the Holy Communion. The judgment also pronounces that "wafer bread" may not be used.

The *position* of the celebrant during the communion service is also dealt with. In future he may not stand with his back to the congregation whilst reading the prayer of consecration. He must break the bread and take the cup in his hands *before the people*, and so as to enable them to see his movements. This part of the judgment will doubtless be the most severely criticised, as compliance with it will render a large alteration in the ritual of the extreme High Church party essential. Indeed, when the judgment is regarded as a whole, it is easy to see that the external signs of "high" doctrine are nearly all declared unlawful. The doctrine itself as yet remains untouched. It will come very shortly under the consideration of the Committee in the pending appeal in Mr. Bennett's case.

THE BILL INTRODUCED by Sir Charles Dilke to amend the law relating to the registration of voters contains several provisions of undoubted utility, such as that conferring large powers of amendment and the like on revising barristers. The more important alterations, however, appear to us unnecessary, and in some cases objectionable. In the first place, it is proposed to shorten the time of qualification to ten months, by taking the last two months off the year at present required, and making the period end on the 31st of May. The object sought to be attained by this is to give time for investi-

gation by an officer to be called the registrar of voters. The effect, however, is that, in the whole, seven months are consumed in the process of making the register, as it would not come into force until the first of January. Thus, if an election takes place early in the year the register of voters will contain, not the persons then really entitled, but the persons entitled seven months before, while, if the election is in December, the register will only show the persons entitled eighteen months before. This certainly is not satisfactory, and it is impossible to suppose so long a time can really be required to make a register. It is curious also that the arguments brought forward to show the supposed necessity of the change are based to a considerable extent on the difficulty under the present system of making a correct register owing to the frequent changes amongst the occupiers in large towns. This shows how inconvenient it would be found to have an election on so old a register. There would be some advantages in having in each borough an officer such as the proposed registrar, to attend to the registration instead of leaving the duties to be performed by different persons in different parishes. It would be sufficient, however, to transfer the duties of the overseers to the new officer, and make a few slight alterations in the times when the different lists should be made, and in some other matters. We own that the elaborate provisions of this bill seem to us wholly unnecessary.

As regards revising barristers, the bill proposes that they shall be appointed by the Court of Common Pleas, instead of by the judges on circuit; and it also gives the Court power to make general rules for their guidance on points of practice. The former alteration will not, we think, make any difference in any way. The same men will be appointed in the first place, and similar men in the future; that is to say, the majority of the appointments will be fair, if not good ones, while there will be inevitably a few from time to time that are not. As regards the power to make rules, if only the Court get the assistance, as they probably will, of revising barristers of experience and ability to assist them in making the rules, the alteration will be an improvement. Uniformity of practice is undoubtedly desirable, and at present there is nothing of the kind. If, however, the judges try to draw the rules themselves, we are bound to say we do not think the rules will be of much use, for nothing is more evident when the Court are hearing the appeals from revising barristers than that the judges are not, for the most part, familiar with the practice of revision courts, or with the nature of the questions which most frequently come before the barristers. On the whole, we imagine that revising barristers would not object much to most of the provisions of the bill, and, as to several, would cordially approve of them. One point, however, they will certainly object to, and that is the proposal that, instead of being paid a fixed sum as now, they shall be paid "such remuneration and expenses as the Commissioners of the Treasury may from time to time allow." To be dependent upon the tender mercies of the Treasury in such a matter will be very unpleasant for these learned gentlemen, nor can we think it will be for the public good either, because we should have no hope that the Treasury would suddenly change their habits, and deal liberally in the matter. They would probably cut down every charge as much as possible, as they have done in the matter of the costs of criminal prosecutions, and then the barristers, for their own protection, would certainly return to the old practice of spinning out the work as much as possible, to the great inconvenience of the public. There is no gain, but the contrary, from cutting down the remuneration of judicial services.

TWO GREAT POWERS are devoting themselves to the reform of our system of judicature, the Judicature Commission, and Mr. Norwood, M.P. The Commission has been appointed by the Government to inquire, amongst other things, into the working of the different classes of tribunals in the country, and consider what changes, if any, should be made in the distribution of business between them. Mr. Norwood has appointed himself to anticipate the result of their labours, and make all reforms on his own responsibility, though, it must be admitted, he proceeds in a tinkering fashion. In pursuance of this design he has produced his usual Spring Annual, in the shape of a "Bill to extend the jurisdiction and amend the procedure of the county courts." The principal proposals of this bill are, to give the county courts unlimited jurisdiction in all causes in common law, equity, and admiralty, subject to a right of removal on the part of the defendant; to extend the system of judgments by default, to confine the trial of actions of tort from the superior court to the district where the cause of action arose; and to make the tender of amends before action brought, and the payment into Court of the amount tendered, a good defence to "any action founded on any injury or damage," whatever those words may mean.

The sections of the bill are composed in that bold, easy style which distinguishes Mr. Norwood's parliamentary compositions. For example, in the clause to which we have referred about tender of amends, there is not a word to show whether the proposed change is to be limited to actions in the county courts, or to apply to all actions in any court. If the first is the intention—what business has the clause in a county court bill? If the second—what excuse can be given for establishing upon such a point one law in one court and a different law in another?

Some of Mr. Norwood's suggestions in this bill are, at least, well worthy of consideration by any one entrusted with the formation of a general scheme for the constitution of our tribunals and the distribution of business between them; and, as such, they might appropriately be laid before and considered by the Judicature Commission. But as isolated enactments they would be simply ridiculous.

THE BILL INTRODUCED BY MR. JACOB BRIGHT, to remove the electoral disabilities of women consists of one section only,* which is copied, with the necessary alterations substituting parliamentary for municipal franchise, from the section of the Act of 1869 which gave the municipal franchise to women. If enacted, it would doubtless effect what is desired by its sponsors—viz., the giving to all unmarried women the same electoral rights as men. Questions of doubt might, however, arise as to what its effect would be in conferring the franchise on married women. Such questions could scarcely arise under the municipal franchise, beause that is entirely an occupation franchise, and it would be difficult to find a case in which a married woman could be treated as occupier, though we are not sure whether, since the recent Act, this is not possible. The county parliamentary franchise, however, includes property qualifications, and if this bill passes it would be at least arguable that it would enfranchise a married woman having, either under the Married Woman's Property Act, section 1 or 8, or by settlement, separate property, such as would entitle a male owner to vote. Supposing this to be its effect, further difficulties may arise in applying the provisions of the statutes relating to undue influence to the case of a husband and wife. Moreover, scrupulous ladies who have or are likely to have separate landed property, must remember to qualify their marriage vow to obey their husbands by interpolating "except as to the disposal of my parliamentary vote."

THE LAW OF CLUBS.

It may be useful to some of our readers if we put together in a small compass the law relating to clubs; we do not mean benefit clubs or burial clubs, but social or political clubs, like the University or Army and Navy Clubs, or the Reform or Carlton.

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* Printed *infra*.

A club is not a partnership, and its members have neither the transmissible interest nor the responsibility for each other's contracts and engagements which the members of partnerships have. It hardly needs to be said that a club is not an association within the meaning of the Companies Acts now in force. Vice-Chancellor Knight-Bruce once made an order, under the Winding-up Act of 1848 (which was the predecessor of the Companies Act, 1856, to wind up a club called the St. James', but the order was discharged on appeal by Lord St. Leonards (*Re St. James' Club*, 20 L. J. Ch. 630, and on appeal 2 D. M. & G. 383). But though the club-man's interest in his club is not that of a partner, and though neither he nor any one else can wind it up as a company, still, "if the club is broken up while he is a member he may have its assets administered in the Court of Chancery (Lord St. Leonards, *ubi sup.*) It has been decided also (*Richardson* v. *Hastings*, 7 Beav. 307) that all the members must be made parties to the bill filed for such a purpose, and that the case does not fall within that category in which one of a class can sue on behalf of himself and all the others; but Lord Langdale, in the last cited case, thought that if the bill were not one for general administration and distribution, but prayed merely an account as against the committee, the general members need not be made parties. No doubt, also, the Court of Chancery could interfere generally and call the managers of a club to account (upon the principle of *Charitable Corporation* v. *Sutton*, 2 Atk. 400) upon a case disclosing great waste and destruction of the assets by fraud or gross negligence. There is no reported case in which a creditor has filed a bill to wind up and administer the assets of a club; we would not say that such a bill by a creditor would be in every case demurrable, because there may be circumstances in every jurisdiction under which the ordinary remedy at law or elsewhere becomes impracticable, and equity will step in to aid; but in general the creditor's remedy must be by action against the persons who dealt with him on behalf of the club, and he would not be entitled to come into equity to enforce his mere money demand.

As to the claims of creditors for goods, &c., supplied to a club, it is stated as a general principle that the members of the club are not liable individually to the creditor, and he must look to those of their number who contracted with him. A club not being a partnership, the question of the liability of any individual member is a question of principal and agent to be decided upon principles akin to those laid down in the well-known case of *Reynell* v. *Lewis* (15 M. & W. 517), which was an action against provisional directors of a railway scheme. Before the creditor can entitle himself to a verdict against any member, he must show that such member either personally bound himself, or directly or impliedly authorised the obligation. A club is generally managed by a committee, and before even a member of the committee can be held liable personally for an order not actually given by himself, the creditor must show, not only that the liability was sanctioned by the general knowledge of the committee of which he was a member, but by his own knowledge personally. In *Todd* v. *Emly* (8 M. & W. 505), a wine merchant sued two members of a club committee for wine supplied while they were on the committee; the wine had been ordered by the house-steward, and it was held by Lord Abinger and Baron Alderson, in the Exchequer, that the question for the jury was, not whether the order had been given with the authority of the committee generally, but whether it had been given or concurred in by the defendants personally (to which question the Court appeared to think the plaintiff would not have had much difficulty in proving an affirmative.) See also *Flemyng* v. *Hector* (2 M. & W. 185). In the case of an ordinary member, not on the committee, the onus on a plaintiff is thus still heavier, and, in general, the liability of the ordinary member cannot be made out. As Lord St. Leonards said, in the *St. James's Club case* (*ubi sup.*), "The law, which was at one time uncertain, is now settled, that no member of a club is liable to a creditor, except so far as he has assented to the contract in respect of which such liability has arisen. The member pays on the spot, and were he also liable to those supplying the articles he would pay twice over."

Where the constitution and objects of the club contemplate that cash should be paid to all its tradesmen, and no credit taken, it seems a natural consequence that, if some of the committee have in fact given orders on credit, such members of the committee alone are *primâ facie* liable to the tradesman, because the consitution of the club rebuts any presumption of the other committee-men having sanctioned the proceeding. But, of course, such sanction may be proved in fact, like anything else, and there are items of expenditure—wages and rent, for instance—for which a certain amount of credit must, in the nature of things, be given by the payees.

Cross v. *Williams* (10 W. R. 302) was a case in which an officer of a volunteer rifle corps was held liable for uniforms supplied to the corps by its tailor. In *Wood* v. *Finch* (2 F. & F. 448) and *Cockerell* v. *Aucompte* (5 W. R. 633, 2 C. B. N. S. 440) the general members of a coal club were considered, from the nature of the club, to have given the secretary authority to order coals on credit, and consequently to be individually liable to the coal merchant. But there is no use in citing cases which only show what has been held on certain facts, any more than in citing half the cases which creep into the reports on the construction of curiously worded wills. The principles of the law and the limitations of its presumptions are clear.

We are not aware of any reported cases in which committee-men, after having discharged their personal liabilities to club creditors, have sued general members for contribution. If such a case should ever occur at common law, which seems unlikely, the question would be whether the general committee had authority from the general members to incur such liabilities. The question as between any individual member and the committee-men would be, whether the arrangement was that the subscription covered all the members' liability, or whether he had sanctioned the incurring debts on his account.

We mentioned just now that, though the member of a club has not the interest of a partner, his interest is still, like one of any other kind, entitled to the protection of the Court of Chancery, in the administration, for instance, of the club's assets. It is, indeed, impossible to say what curious cases might not arise in which the Court would interfere at the instance of a club-man, but the only other cases in which its aid has been invoked have been cases in which members have been expelled, and the Court has been asked to decree their reinstatement. On this point there is some analogy to the jurisdiction under which the Court interferes where a partner has been expelled from a trading partnership; but when we get to the *ratio decidendi* the analogy ceases. Most clubs contain provisions respecting the expulsion of members, either by the vote of a general meeting or by the decision of a committee. In *Hopkinson* v. *Marquis of Exeter* (16 W. R. 266, L. R. 5 Eq. 63) the discretion was entrusted to a general meeting to be called by the committee. In *Gardner* v. *Freemantle* (19 W. R. 256), the committee had power to expel. In both cases the Master of the Rolls refused to interfere. The Court, indeed, has the jurisdiction, but one can scarcely imagine any circumstances under which the jurisdiction would be exercised. Where a body is entrusted with a discretion, and it appears *bonâ fide* to have exercised that discretion, the Court will not go into the merits of the decision; it is enough that the discretion has been *bonâ fide* used. These cases have been, for the purposes of argument, compared to those in which the Court has been asked to interfere with acts done under the discretion of directors or general meetings of shareholders; such, for instance, as *Inderwick* v. *Snell* (2 McN. & G. 216), and *Manby* v. *Gresham Life Assurance Society* (9 W. R. 547, 29 Beav. 439), but it resembles still more closely—indeed,

as far as principle goes, it is almost identical with—those cases in which a Court of Common Law is sometimes asked to interfere (by *quo warranto*) with the removal of an officer removed by a board or body having a discretion of doing so. The case of *Osgood* v. *Nelson* (17 W.R. 405), is perhaps familiar to the reader. There, the Court of Common Council, having, under an Act of Parliament, power to remove the registrar of the Sheriffs' Court for inability, misbehaviour, or "any other cause which should seem reasonable to the mayor, aldermen, and commons," dismissed Mr. Osgood and substituted Mr. Nelson. The Court of Queen's Bench, finding that the Court of Common Council had exercised a *bonâ fide* judgment on the case, refused to interfere, though strongly disapproving of the decision arrived at. This case was affirmed in the Exchequer Chamber, 17 W. R. 895.

We have thus summarised the law of clubs. As the reader sees, the principles have been pretty clearly defined. Such difficulty as there may be in applying them to actual cases is, no doubt, embarrassed by the inappropriateness of the mutual rights and liabilities of club-members as a subject for litigation; for (always excepting promises of marriage, as to which the frequency of litigation has gathered up a regular practice) it must be always rather perplexing to have to examine a status by tests wholly foreign to its *rationale*, and to apply hard rules of law to relations which were never intended to be governed by anything more rigid than codes of honour.

PAYMENT FOR SHARES IN MONEY'S WORTH.

Some observations by Vice-Chancellor Stuart in *Leeke's case* (19 W. R. 300) induce us to recur to this subject. It has been established by a series of decisions by the Court of Appeal that payment for shares may be made in money's worth, as well as in money. This conclusion, unexceptionable as it may seem at first sight, has led to some singular consequences, which cannot have been contemplated by the Legislature. We may premise that there is nothing in the Companies Act, 1862, to countenance the notion of anything but money being a satisfaction of the limited liability of a shareholder; indeed, the money due in respect of calls is by section 75 made a specialty debt; and accordingly, in a case where the directors of an hotel company had agreed with a subscriber to set off china and glass to be supplied by him against the calls on his shares, Lord Justice Turner, whilst guarding himself against saying that in no case, and under no circumstances, could the directors enter into a contract of such a description with a tradesman, said that in ordinary cases such a contract would be *ultra vires*, because it alters the tradesman's position as a shareholder from his position as defined by the Companies Act—*i.e.*, if he failed to supply goods the only remedy against him would be by action for breach of contract, instead of the usual remedies of a specialty creditor (*Pellatt's case*, 15 W. R. 726, L. R. 2 Ch. 533). And Lord Cairns added that the inconveniences arising from such a contract might be almost incalculable; goods might not be supplied at all, or they might be supplied of such a quality that they ought to be rejected; and the remedies against the shareholder might be unavailable, whilst the other shareholders had all along been paying in cash.

These objections do not apply with equal force where a commodity of any kind is delivered to exchange for fully paid up shares. Although there is nothing in the Companies Act to warrant such a transaction, there can be no good reason why a company should not take £1,000 worth of Consols, for instance, instead of £1,000 sterling, for the payment of shares. *Schroder's case* (19 W. R. 93, L. R. 11 Eq. 191) proves that such a transaction may be perfectly legitimate. In that case, shares in a company, formed for the purpose of running the blockade of the Confederate States, were paid for in Confederate cotton bonds, taken at their then nominal value, and Vice-Chancellor Malins found no difficulty in deciding that the transaction was unimpeachable. "It is perfectly clear to my mind," said the Vice-Chancellor, "That there is no such principle as that a company may not receive payment of its shares in money's worth." It will be seen in *Schroder's case*, first, that the bonds given in payment were at the time of the same actual value as the shares; and secondly, that the shares had been entered in the share register as fully paid. The creditor, therefore, could not complain if, as was the case, the bonds ultimately became worthless. The share register, the only document to which he had or might have had access, declared that the shares in question were fully paid up, and consequently he was not entitled to say that he dealt with the company upon the faith that he could look to the particular shareholder for any contribution.

It appears, therefore, that although it may in strictness be beyond the power of the directors to accept something else than money in payment for shares, yet, if the directors choose to do so, and the shares are entered in the register as paid-up shares, the creditor cannot go behind the register and inquire whether the shares were paid for in any competent manner. The defect in this conclusion is that it involves the assumption that the commodity given is worth the money in lieu of which it is given. The creditor who finds certain shares entered on the register as paid up may be supposed to deal with the company upon the faith that such shares have been paid up in cash, or, at all events, by the delivery of property worth the cash which the shares affect to represent. In *Pell's case* (17 W. R. 1054), where a person had sold his property to a company in consideration of paid-up shares, the Master of the Rolls directed an inquiry as to the value of the property, considering that he was entitled to be allowed only the amount of that value towards payment for the shares. The Court of Appeal, however (18 W. R. 31, L. R. 5 Ch. 11), held that, the agreement not having been impeached, the shares must be taken as fully paid up by the handing over the property, and struck him off the list of contributories. The view taken by the Master of the Rolls was (see *Leeke's case, sup.*) that the person who claims to have paid up his shares by an agreement to give something else in lieu of money is still a debtor, according to the statute, for the whole amount of his shares. What would seem to be the proper consequence of this view is a right in such a shareholder to be a creditor of the company for the value of that which he had given. *Pell's case*, however, and *Drummond's case* (18 W. R. 2, L. R. 4 Ch. 772), establish that an agreement to accept payment for shares in any commodity, with no criterion of value but the agreement itself, is valid against the creditor. The result of the last-mentioned cases is that no creditor can rely on the number of shares appearing on the register to have been paid up as evidence that the sum represented by such shares has been actually paid. The climax was reached in *Re Baglan Hall Colliery Company* (18 W. R. 499, L. R. 5 Ch. 346). In that case it appeared that certain owners of a colliery agreed to form a company for working it, and a company was accordingly registered, the memorandum of association of which was subscribed by the owners of the colliery for numbers of shares proportioned to their respective interests. The memorandum stated nothing as to the shares being treated as paid-up shares, but the articles provided that all the shares subscribed for in the memorandum should be treated as fully paid. The colliery was made over to the company, but no other payment was made by any of the subscribers to the memorandum, and no other shares were ever allotted. Under these circumstances Vice-Chancellor Malins (18 W. R. 500 n.) considered that it was not competent for persons to form a company, subscribing for fully paid-up shares only. Lord Justice Giffard reversed this decision, on the ground that the shares must be taken as fully paid up by the handing over the colliery.

It appears, therefore, that the limited right of the creditor to compel the shareholder to pay the money may be defeated by an agreement amongst the sub-

scribers to accept from each other something else than money in lieu of payment of the calls upon shares, without any criterion of value but the agreement of the shareholders. That, as Vice-Chancellor Stuart observed in *Leeke's case* (*sup*), would make the subscribed capital a delusion. The Act of Parliament, his Honour afterwards observed, is a statutory contract with the creditors. It limits the rights of creditors to a certain amount to be subscribed in money. If the creditors are no parties to the alteration of this contract, and if by an agreement amongst the shareholders, who are the debtors, without the consent of the creditors, they arrange to give property (where the thing deserves the name of property) for the capital instead of money, and the worth of the property is to be taken at the estimate of the debtor, without any agreement by the creditor, and this is to be forced on the creditor without giving him any right to inquire as to the value, there is no bound to the frauds which may be practised on creditors and honest shareholders. It is to be regretted that the decisions upon the construction of the statute should have rendered this state of things possible. There is no objection to to payment for shares in money's worth: what is wanted, and what we have not got, is some sort of security that the property given should be worth as much as the money; and we venture to submit that where property is given the onus should be on the giver of proving that it was worth the money.

RECENT DECISIONS.

EQUITY.

ADMINISTRATION SUITS IN ENGLAND AND IRELAND—INJUNCTION.

Browne v. *Roberts*, L.C. (Ir.), 19 W. R. 115.

It is a very old distinction, as drawn by the Court of Chancery, that to enjoin a defendant not to proceed before some other jurisdiction is merely to impose a restraint on him personally, and is no interference with the other tribunal. And so persons in privity with a suit in the English Chancery are constantly restrained from carrying on proceedings at common law or before foreign tribunals. A common instance is where the assets of a deceased are being administered in a suit; then, as the Court of Chancery regards the administration suit as a proceeding for the benefit of all the creditors (*Morris* v. *Bank of England*, Cas. temp. Talbot 217), it will, after a decree has been made, restrain a creditor from proceeding for his debt in another jurisdiction—that is, of course, supposing him to be within the jurisdiction of this Court. Over a foreign creditor abroad this Court has no jurisdiction, and, therefore, as Lord Cranworth said, in *Carron Iron Company* v. *Maclaren* (5 H. L. 441), he, being beyond reach, must be left to deal as he may with his own *forum*. In that case, an administration decree having been made here, the Master of the Rolls had restrained the Carron Company, who were creditors, from proceeding against the executors in the Scotch Court of Session for the realisation of their claim. The testator had property in each kingdom. Lord Cranworth and Lord Brougham discharged the injunction, because they held the company to be a body of traders locally situate, and therefore domiciled, in Scotland, though they had agents as well as property in England. Lord St. Leonards dissented, thinking that the company should be regarded as possessing a double domicile, and so within the jurisdiction here. The case is useful, as containing an elaborate review of the principles on which the Court restrains defendants from proceeding before other tribunals. In the present case a man died intestate, leaving English and Irish property, and the defendant was administering in each jurisdiction. An English creditor filed an administration bill here, and shortly after decree made, one of the next of kin filed a bill in the Irish Chancery. There was some understanding between the plaintiffs in these two suits, for a consent decree was obtained in the second suit, the plaintiff in it undertaking to abide the proceedings in the English suit. Afterwards, Vice-Chancellor Stuart made an order—which he clearly had no authority to make—restraining proceedings in the Irish suit till after the chief clerk's certificate should have been made in the English one. Thereupon an Irish creditor sued the administrator in the Irish common law courts. The Vice-Chancellor of Ireland laid him under an injunction. That really was as if, although an English Court cannot restrain a foreigner out of its jurisdiction, the foreign Court was to do it on behalf of the English Court. The order, of course, was discharged on the appeal; indeed, otherwise, as the Court observed, it would become possible for a sole English creditor, by collusion with next of kin, to deprive all Irish creditors of their remedies in their own courts. The converse, of course, would have been held good if the English and Irish jurisdictions had been interchanged in the facts of the case.

COMMON LAW.

EVIDENCE OF NEGLIGENCE—REMOTENESS OF DAMAGE.

Smith v. *London and South Western Railway Company*, Ex.Ch., 19 W. R. 230.

When we noticed the decision of this case in the Court of Common Pleas (14 S. J. 452) we pointed out that two important principles were discussed in a manner that deserved more attention than the special facts of the case, and the decision itself, would seem to call for. The facts were shortly these: the defendants cut grass on the banks of their line in August, in dry weather, and allowed the grass to remain there in heaps for about a fortnight. These heaps caught fire during a high wind, and the fire extended a long way, and burnt the plaintiff's cottage, which was far from the heaps of grass. Immediately before the grass was on fire, two trains of the defendants' had passed the spot, and at the same time servants of the defendants were near the place eating their dinners and smoking. There was no further evidence to show how the fire originated. The question was whether there was any evidence to go to the jury. The Court of Exchequer Chamber, affirming the Court of Common Pleas, held that there was evidence for the jury, and that the plaintiff, therefore, ought not to be nonsuited.

The two questions of law in this case were, whether there was evidence that the defendants' engines caused the fire; secondly, whether the fact that the plaintiff's cottage was far from where the fire commenced, and that the fire would not have extended so far but for the high wind, rendered the damage to the plaintiff too remote. As to the first point, the evidence against the defendants was very slender; as a matter of fact, it was at least as likely that the men set the grass on fire with sparks from their pipes, or with matches (for which the defendants would not be liable: *Williams* v. *Jones*, 12 W. R. 1007), as that one of the engines set it on fire. There was, therefore, no affirmative evidence against the defendants that they had been negligent, and that damage had resulted from that negligence; and, according to the principle of *Cotton* v. *Wood* (29 L. J. C. P. 333), it would seem that the plaintiff ought to be nonsuited, as he had not given affirmative evidence of the facts on which his right of action depended. The effect, therefore, of the decision of the Exchequer Chamber, on this point, must now be considered in deciding on the application of the principle of *Cotton* v. *Wood*, and other similar cases.

The second point in the case, viz., as to the remoteness of damages, is, notwithstanding some ambiguous expressions in the judgments, satisfactorily disposed of. Brett, J., in the court below, dissented from the other learned judges, on the ground that the plaintiff's damage was too remote, because the defendants, "as reasonable men, could not have foreseen the further contingency and combination that the fire" would burn the plaintiff's cottage, as well as the intervening ground. We

drew attention to this judgment of Brett, J., on account of the probability that it would hereafter be cited as an authority for the proposition that in an action of tort a defendant is only liable for damages which he could reasonably have foreseen. We then said; "There is no doubt that damage, although caused by a tortious act, may be so remote as not to be reasonable; but this is on the principle that the tortious act is not the immediate cause of the damage, or, in other words, that the damage is not the natural consequence of the act. If, however, the damage which has occurred is the natural consequence of the defendant's tortious act, the defendant will be liable, whether or not he could have foreseen the actual damage as a probable result of his act. The principle that a defendant is only liable for damage which he might have foreseen, applies to actions upon contracts, but not to actions of tort." The Court of Exchequer Chamber have fully adopted this view. Kelly, C.B., says, "As to the observation made by Brett, J., that no person would reasonably anticipate that there would be an unusually high wind . . . I quite agree with that; but that is not the true test of the defendants' liability. . . . They are liable for all the natural consequences from the cuttings catching fire." Channell, B., says, "It is no excuse for the defendants to say that the damage was greater than they anticipated," and Blackburn, J., that "when once the defendants had set fire negligently to the adjoining premises, it is no answer to say that the damage was greater than could reasonably be expected. . . . If a railway company negligently kills a passenger, they might be bound to pay a million, but it would be no answer to say that they expected poor, and not rich people to travel by the train."

These judgments in the Exchequer Chamber will prevent any doubts that might otherwise have arisen from the principle as to remoteness of damage, laid down by Brett, J.

REVIEWS.

The History of Roman Law, from the Text of Ortolan's Histoire de la Legislation Romaine et Generalisation du Droit. (Edition of 1870.) Translated, with the author's permission, and supplemented by a Chronometrical Chart of Roman History. By Iltudus T. Prichard, Esq., F.S.S., Barrister-at-law, Author of the Administration of India from 1859 to 1868, &c., and David Nasmith, Esq., LL.B., Barrister-at-law, Author of the Chronometrical Chart of the History of England, &c., &c. London: Butterworths.

We are extremely glad to welcome the appearance of a translation of any of the works of M. Ortolan, and the history and generalisation of Roman law, which are now presented to us in English, are perhaps the most useful books that could be offered at the present time to students of the Roman law. The utility of Roman law as an instrument of legal education is now generally admitted, and Roman law has, in addition, the greatest possible interest for those who occupy themselves with the history of law. In its origin, progress, and decline Roman law offers better examples of the constant changes which all law undergoes than any other system, and in its best times it supplies an immense amount of most valuable material for the consideration of every jurist. The system never at any period attained to anything like the symmetry to which it might be possible to bring law, but the value of the Roman law consists in the collection of rules, arguments, theories, decisions, &c., &c., of which the actual system was built up. For a modern student to understand the remains which still exist of this law, it is necessary that he should go through some preliminary course of study, before he begins to read the works of the Roman jurists. In the words of M. Ortolan (page 599), "Roman law must be studied as Roman law in its aspect, its language, and its genius. These laws are dead. The mind of the student, therefore, must carry itself back to the epoch in which they were in force, and thence descend the series of centuries down to our own time . . . being on his guard against the tendency to view the past in the light thrown upon it by modern ideas. . . . The study for us is an historical study . . . . and we are not at liberty to exercise our own unfettered judgment in creating or selecting a method of analysis and philosophical deduction upon which the subject may be treated. Even in the consideration of general principles, we must submit to the influence of Roman thought." A knowledge of Roman thought can only be obtained by historical study, which therefore becomes a necessary preliminary to the effectual study of Roman law. M. Ortolan has endeavoured most successfully to supply this history in the work which has now been translated from the original French, and the history is followed by a sort of general survey of the leading principles of Roman law, which he calls a "Generalisation of Roman Law." These works were written as an introduction to the study of the Institutes of Justinian, and they are admirably suited to that purpose.

The history of Roman law, strictly so called, occupies the first 500 pages of the book now before us. Beginning with a notice of the old myths respecting the earliest history of Rome and ending with an account of the collection of laws by Justinian, the history notices the various changes of the law during the intervening period. The relative positions held by the patricians, plebeians, patrons, and clients are discussed together with the tribes, the curies, and the centuries, the king and the senate; and there is a brief sketch of the Roman theory of the family. This, with a notice of what is known of the manners and customs of that early period, brings the history down to the compilation of the famous Twelve Tables, B.C. 454. A complete text of all the known fragments of the Tables is given. From this date the law of Rome is much better known to us, and, for the purposes of the study of legal history, the date of the Twelve Tables may be taken as the starting point. Nearly one thousand years elapsed between the first code of Roman law and the code and digest of Justinian, and it is this period that furnishes the most valuable materials for the historian and the jurist. The successive changes are described with great clearness by M. Ortolan, and at the same time with brevity. A full account of the compilation by Justinian of the Code, Digest, and Institutes closes this period, with which ends, properly speaking, the history of Roman law.

After this we have a short account of the effect of Roman law in the East and in the West, concluding with a list of the works of the jurists from whose writings Justinian's Digest was compiled.

The "Generalisation of Roman Law" forms, as it were, a second part in this edition. The object aimed at in this part is to give a student some general ideas respecting the law before he begins to learn it in detail in the Institutes. What we have said respecting the historical part applies to this part also. It has the rare merit of being both clear and concise. We should think, however, that the Generalisation would be found more useful if read with the Institutes than if made the subject of separate study. It is, no doubt, true that the details in the Institutes cannot be readily understood without a comprehension of some general principles which differ much from those which govern modern law. There is, however, a corresponding difficulty in endeavouring to understand an abstract generalisation without the details from which the generalisation is taken. The remedy for the evil is in each case the same—viz., to study the details with constant reference to the legal principles, and the legal principles with reference to the details.

The English of the book is unusually free from foreign idioms which so often disfigure translations, but the translators have not unfrequently fallen into another error—viz., that of unnecessarily deviating from their text. At pages 558-9 there is a deviation from the text which not only displays very great carelessness, but contains also an absurd mis-statement. The passage is "The Institutes of Justinian form in France the basis of our instruction in Roman law, and, consequently, they are the basis of this work. In the very first paragraph there is mention made of obligationes, dominium, possessio, actiones, exceptiones. These are all expressions quite unfamiliar to the learner." The latter part of this is utterly incorrect as it stands. There is no mention of obligationes, &c., in the first paragraph of the Institutes. When we turn to the original we find that it has been wrongly translated. The French is "Dès les premiers paragraphes il est question d'obligations, de domaine, de possession, d'actions d'exceptions toutes choses dont l'élève ne sait pas encore un mot et dont il ignore complètement la relation." "Dès les premiers

paragraphes" means something very different from "in the very first paragraph."

A chart of Roman history by Mr. Nasmith, one of the translators, accompanies this book. There is also a preface which deals with some great problems, such as "the province of the true historian," "man as a free-will agent," "the notion of government," "the law of morality," &c., in a very off-hand manner, but without adding any new ideas to those which have frequently been expressed on these subjects. The preface, however, does not affect the merits of the book itself, which, despite errors of translation, we strongly recommend to all who are interested in Roman law, jurisprudence, or history, and who are not sufficiently familiar with French to be able to read the original with ease.

The Mayor's Court of London Procedure Act, 1867, *with Notes and an Outline of the Practice thereof; Forms of Procedure and Tables of Costs; with Observations upon the Judgment of the House of Lords in the case of* The Mayor, &c., of London *v.* Cox. By J. Pym Yeatman, Esq., Barrister-at-Law. London: Wildy & Sons. 1870.

The title of this little work contains as full an account of its contents as we can give, and but little remains for us to do, except to say that it justifies the title. It is, in fact, a transcript of the Act in question, with notes, some of which are of considerable practical value, to which are appended forms of procedure and tables of costs, for which, as Mr. Yeatman himself informs us, he is indebted to Mr. Woodthorpe Brandon (whose name is sufficient guaranty for their accuracy and utility), and a dissertation on the judgment of the House of Lords (or, rather, on the opinion delivered to that House by Mr. Justice Willes) in the case of *The Mayor, &c., of London* v. *Cox*. We are clearly of opinion that that dissertation does not add to the value of the work, albeit it shows signs of considerable critical ingenuity on the part of the writer, and we should have been at a loss to discover how in the world it got there had not the author revealed the secret in the first paragraph of his preface.

"The object," he says, "of this little book is twofold—to supply a want in the profession of a guide to this important court" (that object has, we think, been usefully accomplished); "and to endeavour, if possible, to draw attention to the ancient rights and privileges of the city, that the silent encroachments of time and envy may be swept away, and the Court restored to its former state of usefulness." (This object would, we think, have been better left alone.)

The case of *The Mayor, &c., of London* v. *Cox*, which is made use of for the latter purpose, was simply a case where an attempt to extend the custom of foreign attachment to an excess so outrageous that its success would have imperilled the existence of the custom altogether, was defeated by the interposition of the Court of Queen's Bench by prohibition, and that judgment was, on appeal, sustained by the House of Lords. It is clear that the City of London was not concerned in this question otherwise than indirectly, the real party concerned being Buckmaster & Co., whose debt was at stake. The real question at issue was whether the custom alleged was reasonable, and as, if so, it would have warranted a foreign attachment of funds in the Bank of France belonging to a domiciled Frenchman resident in France, at the suit of a Chinaman resident at Hong Kong, in respect of a debt incurred in Crim Tartary, if only the governor of that bank happened to pass through the city of London on his vacation tour (or whatever corresponds thereto), it is obvious that, unless the circumstances rendered the question of reasonableness inadmissible, the custom was hopelessly unsustainable. To show that that question ought not to have been entertained, Mr. Yeatman labours with great pertinacity and some ingenuity to prove that the Lord Mayor's Court is a King's court (which the records of the city show that it is not, and never was), and a superior court (which for some purposes it is), and therefore that Mr. Justice Willes was wrong in calling it an inferior court, and therefore that the judgment was wrong in entering into the reasonableness of the custom. To all this it is sufficient to answer that it is not, and could not be, disputed that this is a court to which, in a proper case, prohibition would lie, and therefore it is, *for that purpose*, an inferior court, whatever its *status* may be in other respects. The High Court of Admiralty of England is to this extent an inferior court, and it would not be improper on a question of prohibition to describe it as such, though for general purposes it is certainly not so.

The book before us will, we think, be a useful "handy-book" for practitioners in the Mayor's Court, and the dissertation respecting *The Mayor of London* v. *Cox* will interest some readers, and, not taking up much space, may easily be disregarded by the others.

The Law Magazine and Law Review. February, 1871. London: Butterworths.

The *Law Magazine* leads off this quarter with "The game laws jurisprudentially considered," a paper read before the Juridical Society by Mr. Edward Webster. This subject is interesting at the present moment. The author objects to the present laws as not prohibiting what is wrong, nor upon any jurisprudential principle, commanding what is right, but as being simply laws of terror, which any subject may, without moral offence, and therefore without compunction, transgress. His conclusion (in the process of arriving at which he betrays incidentally his opinion that a greater national calamity than a minute division of the soil could hardly happen) is the following:—(1) That all *ferœ naturæ*, graminivorous, granivorous or in confinement, also fish in confinement (hares, rabbits, park-deer, pheasants, partridges, wood pigeons, larks, &c., pond fish, oysters in made beds), should, while on or over cultivated land, be the private property of its proprietor; that their "unlawful pursuit" should be a penal trespass and their "unlawful capture" a criminal offence. (2) That as regards *ferœ naturæ*, carnivorous, vermivorous, or insectivorous, and fish not in confinement (eagles, hawks, magpies, jays, wild fowl, woodcocks, snipe, water fowl, foxes, badgers, fish in streams, &c.), the "unlawful pursuit" of these should be protected by a law of trespass. And (3) that as regards *ferœ naturæ* found on wild lands (wild deer, black game, &c.), and the animals in classes (1) and (2) when on wild land—"the preservation of these should be secured by making it a penal offence unlawfully to pursue them, especially during the breeding season, but that they should not be preserved under the principle of a trespass, because no capital has been expended on the land where they are found." In a paper on Early English Codes the Mirror and the Leges Henrici I. are examined and pronounced (not for the first time) to be of much later than their nominal date, and the latter "an inextricable medley." A biographical account of the late Chief Baron Frederick Pollock can hardly fail to be interesting. A paper on the Records of Counties is very well worth reading: it shows (what has often, though in vain, been urged respecting parish registers) the lamentable neglect which is allowing these invaluable records to perish for want of proper care and properly accessible repositories. In American Legal Notes, by an American lawyer, a non-authenticated digest is recommended, as against a code or digest turned into a code by being clothed with legislative authority, and the New York Code is strongly condemned. The number also contains, besides some other articles, notices of Mr. O'Flanagan's "Irish Chancellors" and the late Mr. Foss' "Biographia Juridica," and some other books.

COURTS.

COURT OF CHANCERY.

MASTER OF THE ROLLS.

Feb. 23.—*Re Rush* (2).

Solicitor and client—Default in payment of balance due from client, who is a solicitor—Attachment—Debtors' Act, 1869 (32 & 33 *Vict. c.* 62), *s.* 4.

Upon the taxation of the bill of costs rendered by S. Barfield, a solicitor, to G. R. Rush, another solicitor, who had employed Barfield to defend an action brought against him, a sum of £81 was found due from Rush to Barfield, and this sum Rush had been ordered to pay, but had failed to do so.

T. C. Renshaw now moved that an attachment might issue against Rush, and contended that it was a case of default by a solicitor in payment of a sum of money when ordered to pay the same in his character of an officer of the court (Debtors' Act, 1869, s. 4).

Hallett, for Rush, submitted that the case was the converse of that contemplated by the Act. It was a case of default by a client in paying his attorney's bill of costs, and nothing more. The fact that the client also happened to be

a solicitor ought not to bring him within the provisions of the Act, which were meant only to apply to solicitors when acting as such. It would be a startling interpretation of the Act if the Court were to hold that a man who owed money which he could not pay, might be arrested and imprisoned, notwithstanding the abolition of imprisonment for debt in general, provided he happened to be a solicitor, but not otherwise.

Lord ROMILLY, M.R., said that the case came within the letter and the spirit of the exception in section 4 of the Debtors' Act. When a man who was a solicitor made default in payment of a taxed bill of costs which he had been ordered to pay, that amounted, in his Lordship's opinion, to default in payment of a sum of money when ordered to pay the same in his character of an officer of the court. The attachment might, therefore, be issued.

COURT OF BANKRUPTCY.

(Before Mr. Registrar MURRAY, acting as Chief Judge.)

Feb. 15.—*In re Clarke.*

Injunction.

This was an application on behalf of the debtor, with the concurrence of the trustee, that Mr. Baggs, a creditor, who had not proved his debt under liquidation proceedings instituted by the debtor, might be restrained from continuing an action brought against the debtor.

The facts which gave rise to the application may be shortly stated thus:—On the 29th of February, 1870, the debtor filed the usual petition for liquidation, and on the 8th of March the necessary majority of the creditors resolved that his affairs should be liquidated by arrangement and not in bankruptcy, and Mr. Nickerson, an accountant, was appointed trustee. This resolution was afterwards registered in the manner prescribed by the statute and the rules. At the period of the presentation of the petition Mr. Baggs was a creditor for £28 18s. 8d., but he took no part in the liquidation proceedings, and did not prove his debt. On the 5th of September, 1870, Baggs commenced an action in a superior court for the recovery of the amount of his claim: the debtor pleaded in the action, and the cause was now ripe for trial. On the 8th of November last a meeting was held pursuant to notice given to such of the creditors as had proved, when a resolution was passed for the acceptance of a composition of two shillings in the pound, payable by equal instalments at three and six months' date (secured by promissory notes of the debtor and surety), and for the discharge of the debtor, but no provision was made for the distribution of the proceeds already realised or to be realised of the debtor's estate. To this new arrangement the sanction of the Court was not obtained, and it did not appear that any notice of the proposed meeting had been published in the *London Gazette*.

Reed, in support of the application.—By the terms of the 289th rule every creditor under a liquidation was absolutely restrained after registration of the resolution from commencing or continuing any action against the debtor; so that the proceedings of the creditor in this case amounted practically to a contempt of court. Under the 28th section it was competent to the trustee, with the sanction of creditors, to accept any composition which the debtor might offer, and nothing more had been done here.

Brough, for the creditor, submitted that the proceedings under this liquidation were irregular. In pursuance of the terms of the resolution of March 8 the creditor was entitled to his share of the fund realised by the trustee, and he could not be bound by a subsequent resolution to which he was no party for the acceptance of a composition payable at future dates. He suggested that the 28th section applied to the case of a bankruptcy and not to liquidation proceedings, for at the first meeting the creditors resolved not to accept a composition, but to take the debtor's estate into their own hands, and realise it out of bankruptcy.

Mr. Registrar MURRAY, after stating the facts, said that the terms of the resolution gave rise to great difficulty. The trustee might at any moment have applied for the confirmation of the resolution, but he had not done so. Doubtless, it was the intention of the creditors to substitute a composition for a liquidation by arrangement, but the resolution did not provide for the distribution of the available funds in hand; and from an examination of the papers it appeared that a clause originally inserted upon that subject had been struck out; and the creditors who had not proved were without notice of the proceedings. Dealing with the rights of the parties, the Court was of opinion that the justice of the case would be met by ordering the trustee to divide the realised estate, if any, of the debtor rateably among the creditors, the debtor undertaking to pay the composition in addition. Upon that being done, a perpetual injunction would be granted.

Solicitor for the debtor, *J. Perry.*
Solicitor for the creditor, *Apsley E. Briant.*

(Before Mr. Registrar PEPYS, acting as Chief Judge.)

Feb. 17.—*Re Howard.*

Injunction.

Mr. Biddles, solicitor, for the debtor, moved for the usual order restraining an action brought by an individual creditor.

Bagley, for the creditor.—The affidavit filed in support of the application suppresses the fact that the debtor is sued in the capacity of executor to her late husband; the whole foundation of the application therefore fails, because the creditor will not be entitled, when he has obtained judgment, to take the debtor's own goods, but only the effects of the testator whom she represents.

Mr. Biddles submitted that he was entitled to an undertaking by the creditor not to interfere with the debtor's property.

Bagley.—That is unnecessary; if the sheriff seizes chattels which he is not entitled to seize, you have your remedy by action.

Mr. Registrar PEPYS said the application was clearly unnecessary, and it must be dismissed with costs. As to the undertaking, there did not appear to be any necessity for it.

Application refused with costs.
Solicitor for the creditor, *Wellborne.*

(Before the Hon. W. C. SPRING RICE, acting as Chief Judge.)

Feb 18.—*Re Haslett.*

Registration of resolution—Time.

Bagley, on behalf of the debtor, moved for leave to register the resolution passed by creditors assembled at a first meeting, notwithstanding that the three days limited for that purpose had expired.

It appeared that on the 11th inst. a meeting of creditors was held under this petition for liquidation, when a chairman was appointed, and the creditors unanimously resolved to accept a composition of twelve shillings in the pound, payable by instalments at three, six, and nine months' date, upon the amount of their respective debts. Difficulties arose, however, as to the mode in which this composition should be carried out, inasmuch as the debtor was possessed of a lease of some premises in Gracechurch-street burdened with onerous covenants which he desired to disclaim, and that his solicitor advised could only be done by bankruptcy or a liquidation by arrangement. The meeting, it seemed, was adverse to either bankruptcy or liquidation unless absolutely necessary; and it was suggested that the debtor's solicitor should negotiate with the landlord of the premises with a view to the lease being cancelled, and thus enable the creditors to accept a composition. Negotiations had since taken place and the landlord had agreed to an arrangement for cancelling the lease.

Bagley.—By the 282nd rule a resolution for composition must be filed within three days, and the second meeting must be held at an interval of not less than seven nor more than fourteen days after the first meeting; but as all the creditors here are unanimous, it is submitted that no injustice can arise by registration, especially having regard to the fact that notice of the adjourned meeting will be given to every creditor who was not present at the first meeting.

Mr. Registrar SPRING RICE.—I think the Court can hardly consider the first meeting to be completed until the conclusion of the negotiations with the landlord. An order may be made for registration within three days from the actual completion of the meeting, which will be sufficient for the applicant's purpose. It will also be necessary to make an order to hold a second meeting on a precise day.

Application granted.
Solicitors, *Harrisons.*

COUNTY COURTS.

MANCHESTER.

(Before J. A RUSSELL, Esq., Q.C., Judge.)

Re Pilling.

Costs of trustee in bankruptcy.

The case of this bankrupt, formerly in business in Manchester and Warrington as a leather factor and merchant, came before the judge this week, upon the report of Mr. Registrar Fardell, made in pursuance of an order of the court dated 20th September, 1870. The question for decision now was as to the trustee's authority to make certain charges for his own trouble and loss of time.

Mr. Storer and Mr. Grundy for the creditors.

Mr. Chorlton for the trustee (Mr. E. Smith, accountant).

Mr. RUSSELL ruled that the trustee had no power to make the charges in question, although he might, had he chosen, have employed others as accountants on behalf of the trust estate and paid them. The trustee's claim, therefore, amounting to £592 6s. 7d. would be disallowed; and the claim for services of his clerks would likewise be disallowed.

Mr. Storer submitted that as the trustee had retained in his hands a sum of £495 16s. to cover the charges of his firm, he was liable under the 175th section of the Bankruptcy Act to pay interest thereon.

Mr. Chorlton said the trustee's conduct in this matter had been perfectly *bonâ fide*.

Mr. RUSSELL, however, said there was no justification for his retaining his own charges out of the estate until those charges had been allowed. As he was not entitled to any charges, he must pay interest at the rate of five per cent. per annum. The question of costs in the present hearing was reserved.

HEREFORD.

(Before J. W. SMITH, Esq., Judge.)

Re J. W. Collins.

Act of Bankruptcy—Petition for liquidation.

Mr. Garrold asked that Mr. J. W. Collins, against whom a petition for liquidation had been filed yesterday fortnight, might now be adjudicated bankrupt. Everything had been done in the prescribed form and manner. In reply to the Court, Mr. Garrold said the act of bankruptcy relied on was the liquidation petition, which contained the prescribed declaration of insolvency.

Mr. J. W. SMITH said, as he understood it, it was a moot point with some of his learned brethren as to whether a petition for liquidation did amount to a declaration of insolvency. He was not aware of any case that had been decided by the chief judge on the point.

Mr. Garrold could not see how any difficulty could arise; it was done over and over again in the London courts.

Mr. J. W. SMITH.—A petition for liquidation is one thing, while a declaration of insolvency is another thing, and that thing must be in the "prescribed form." This seems to me to be a proceeding of this nature. A man presents a petition for liquidation. Then, because he has done that, some other creditor chooses to adjudicate him a bankrupt upon the footing of that petition for liquidation. The object of the liquidation is one thing, the object of the declaration is another; and there are certain proceedings by which you may change from liquidation to bankruptcy, but they are specified by the Act and rules. I am not aware of any decision which shows that it is competent for any creditor the moment the debtor has presented a petition for liquidation, without any special grounds whatever, to make him a bankrupt. If, Mr. Garrold, you can produce me any decision of the chief judge to that effect, I shall be most ready to bow to it, of course, but I want some authority.

Mr. Garrold said the point had been decided in the case of *Re Jones*.*

Mr. J. W. SMITH.—Exactly; and, as reported in the *Weekly Notes*, it is just as I supposed. It is a proceeding under the same section, but there were special grounds for changing to bankruptcy, and the chief judge remarks that it is concluded by the very words of that rule. The *Weekly Notes*, however, were published, not as an authority, but as a means of giving information to the profession. But taking the case *Re Jones*, as there reported, for what it was worth, I can quite understand there being a proceeding under the section for changing from liquidation to bankruptcy; but, in the absence of some authority, I cannot very well understand how it could be the intention of the Legislature that proceedings for liquidation should be at once dropped and defeated by any creditor making a proceeding which was intended to be a proceeding for liquidation the basis of a proceeding of a totally different nature—viz., a proceeding in bankruptcy.

Mr. Garrold strongly contended that the petition for liquidation was an act of bankruptcy; but, as his Honour appeared to have a doubt, he said he would produce the debtor's consent to an adjudication. Moreover, in this case the meeting under the liquidation had been held, and the creditors had refused to liquidate.

Mr. J. W. SMITH said that under those circumstances he should order the adjudication.

* Reported, 14 S. J. 375.

Jan. 27.—*Re Pritchard.*

Jurisdiction to annul registration of liquidation—Resolutions—Mistake.

This was a special application to the Court to annul the registration of certain resolutions for liquidation by arrangement of the affairs of this debtor.

Mr. J. W. SMITH wished it shown, first, that he had the power to annul the registration of the resolution; and, next, that if he had the power, it was necessary and proper that he should do so.

Mr. J. G. JAMES, in support of the application, stated the facts.—It appeared that a meeting of Mr. Pritchard's creditors was held at the offices of Mr. Garrold, the solicitor acting for Mr. Pritchard, on the 5th of January last, at which certain proceedings took place, and certain special resolutions were or were said to be passed. Mr. Collison, a London accountant, attended for some London creditors, with proofs and proxies authorising him to act for the parties proving. But Mr. Garrold suggested, upon a *bonâ fide*, though, as it afterwards proved, erroneous reading of the Stamp Act, that these proxies were inadmissible for want of a stamp, and that Mr. Collison might incur a penalty by using them. The result was that Mr. Collison did not vote upon the resolutions then submitted to the meeting. Those resolutions were passed by the other creditors present or represented, and were subsequently registered. He now contends that such registration ought not to have taken place, that the resolutions were improperly passed, that Mr. Collison ought to have voted on behalf of the creditors whom he represented; and he asked his Honour to annul the registration of the resolution. As to the jurisdiction of the Court to annul the registration, he cited paragraph 4 of section 125 of the Act, and rule 295. The registration was not an act done by the Court, but the onus of it was upon the registrar personally. The Court could rescind it under section 71. The case of *Re Sidey*, which was before the Chief Judge on Jan. 9, showed that it was not necessary, under rule 29, that the application should be to the Chief Judge. That was an appeal from the order of the registrar of the County Court of Middlesex holden at Brentford. The appellant Sidey had filed a petition in August, 1870, for liquidation by arrangement, and in November a resolution which purported to have been passed at a second meeting of creditors, and to be a confirmation of a resolution passed at the first meeting, to accept a certain composition, was presented for registration. The registrar refused to register it on the ground of certain irregularities. It was contended by counsel for certain creditors that there was no appeal to the chief judge, the appeal applying by section 71 only to orders made by the judge of the county court or by the registrar sitting as such judge under delegation. By section 67, and by general rule 3, a judge might delegate certain power "vested in him" to the registrar; but the duties of examining and registering such resolutions as in this case devolved, by sections 126 and 295, upon the registrar, and as such only could he exercise them; and the application, therefore, should have been made to the judge of the county court, under the power given by section 71 to every court to review its own orders. The chief judge held the objection to be valid, and dismissed the appeal. This, however, was not an appeal. Substantially he was in the position of a creditor heard before the registrar. Referring to section 127 of the Act, which says that "the registration of the special resolution shall be conclusive evidence, in the absence of fraud, that all the requirements of the Act have been complied with," merely meant that it was only conclusive so long as the registration remained in

force, and not that there was no power to annul, though he did not for a moment suggest fraud in the present case.

Mr. J. W. SMITH said the words, "the registration of a special resolution shall, in the absence of fraud, be conclusive," led him very strongly to think that he had not the power to do what was asked. Mr. James's argument was this: that, so long as the registration lasted, it was conclusive of anterior proceedings, but that it was competent for any person to upset the registration on the ground that the resolutions were not duly passed, and that the requisitions of the Act were not complied with, and yet it was conclusive evidence that they were duly passed. If he could annul on the ground suggested, the Court would be continually occupied in such questions as whether the resolutions were duly passed or the requisitions of the Act complied with. Section 7 seemed to intend that all possibility of that being the case should be settled by the registrar's registration of the resolution. That view was supported by *ex parte Pooley re Russell*, L. R. 5 Ch. 722, 18 W. R. 1113.

The REGISTRAR explained that he was not present at the meeting of creditors, nor had he had anything to do with it, that meeting being held at the offices of Mr. Garrold.

Mr. Garrold.—Mr. Collison ought to have done was quite clear. As soon as he found that he could take no part in the proceedings, or himself resolved to take no part in them, it was open to him to go to the registrar, or to write to him giving notice of his objection, and then he would have put himself in a position to have really opposed the registration of the resolutions. As he did not do that, but allowed the time to go by, the registrar's office became simply ministerial. There were the resolutions, duly signed by the chairman, and by the other creditors attending the meeting and voting; no notice was given him that anybody intended to oppose the registration, and the registrar, under these circumstances, was absolutely bound to register the resolutions there and then.

Mr. J. W. SMITH.—It comes to this, that a person not a solicitor, but an accountant, is scared—and unreasonably scared—by a solicitor remarking that, by persevering, he may incur a penalty of £50; and, labouring under a mistake created by Mr. Garrold's remark, he does not vote. Well, I am asked to remedy the ignorance—however excusable his ignorance may be—I am asked to remedy the ignorance of a non-professional person. Does the Court usually sit to remedy the ignorance of those who have to conduct the affairs of others? That is what, it appears to me, I am asked to do.

Mr. James.—It is a matter entirely within your Honour's discretion, and it is to your discretion that I appeal.

Mr. J. W. SMITH would say at once that he was of opinion that he had no power under the present Act and rules to annul this liquidation. If, however, he had, it was a matter of discretion upon the merits, and, therefore, he would hear Mr. James upon the merits. As far as he saw at present there appeared to be no grievance or wrong done to anyone. If Mr. James would point out to him that, although he had not the power under the Act and rule, he had the discretion by virtue of his office to annul the liquidation, he would be glad to hear him.

Mr. James said it was a grievance and a wrong to the principal of the creditors that a discharge should be given before proper investigation had taken place. There were grave reasons why there should have been close inquiry. Part was taken in the proceedings at the creditors' meeting by the representative of the large sum of £500, though that particular debt had never been mentioned by the debtor in the statement which he had filed. The statement as filed represented a state of things which was wholly inconsistent with the information furnished by the debtor to some of his London creditors a short time before; and yet it was urged that his (Mr. James's) clients were to be bound by the proceedings of other creditors at a meeting in which they not only took no part themselves, but at which they were in a certain sense prevented taking any part. For what were the facts? The liabilities were something over £2,000; of that sum the amount represented at the meeting was only £1,021, while the parties actually present were Mr. Garrold, the debtor's own solicitor, who was set down as a creditor for £27; a Mr. Pritchard, a near relative of the debtor, a creditor for £318; the sisters of the debtor's wife, creditors for £41, and the trustee under his wife's marriage settlement for £495. The amount, therefore, independently represented was some £137 only. Not a single other creditor was at that meeting excepting by their proxy; so that the discharge of the bankrupt was arrived at virtually by the votes of creditors who represented only £137, the other creditors present being near relatives of the bankrupt; and one, the representative of the creditors—Mr. Collison—who was shut out from taking part in the proceedings.

Mr. J. W. SMITH ultimately said.—I refuse the application, and I do so on the ground that I doubt whether I have the power under the Act and rules, and that, if I have the power *aliunde*, I doubt whether I ought to exercise it. At the same time I think under the circumstances there should not be any costs.

BODMIN.

(Before C. D. BEVAN, Esq., Judge.)

Feb. 17.—*Rowe* v. *Bunt*.

Where a decree nisi *for dissolution of marriage is pronounced and afterwards becomes absolute, the cessation of the coverture relates back to the date of the decree* nisi. Prole *v.* Soady, 16 *W. R.* 445, *L. R.* 3 *Ch.* 225, *followed*.

This was a case of replevin for goods of the plaintiff distrained by the defendant under a deed of separation made in January, 1868, between Joseph Bunt and the defendant, Emma Bunt, his then wife, which provided for the payment of an annuity of £120, "so long as Emma Bunt should continue the wife of Joseph Bunt," with power of distress over the plaintiff Rowe's farm. In 1869 Joseph Bunt petitioned the Divorce Court for a dissolution of his marriage on the ground of his wife's adultery, and a decree *nisi* was pronounced in March, and made absolute in November. The annuity was paid up to July, and the question was whether the defendant's title to the annuity ceased when the decree *nisi* was pronounced, or continued until the decree was made absolute.

Mr. J. R. Collins, for the plaintiff, argued that Emma Bunt ceased to be the wife of Joseph Bunt when the decree *nisi* was pronounced, and therefore her title to the annuity ceased at the same time. He cited *Wells* v. *Wells and Hudson*, 33 L. J. Mat. 131, and *Prole* v. *Soady*, 16 W. R. 445, L. R. 3 Ch. 220.

Mr. BEVAN, after taking time to consider, held that as the coverture must be taken to have ceased as from the date of the decree *nisi*, the plaintiff in replevin was entitled to a verdict, with costs.

APPOINTMENTS.

Mr. JAMES FLEMING, Q.C., has been appointed Temporal Chancellor for the County Palatine of Durham, in succession to the late Christopher Temple, Q.C. The salary attached to the office is £100 per annum, the duties being almost nominal.

Mr. EDWARD W. MALKIN HANSE, barrister-at-law, of the Middle Temple, has been elected Secretary to the Liverpool School Board, the salary of which office has been fixed at £400 per annum.

Mr. JOSEPH WILLIS SWINBURNE, solicitor, and Town Clerk of Gateshead, in the county of Durham, has been nominated Clerk to the School Board of that borough. Mr. Swinburne was certificated in 1848.

Mr. ROBERT EDGER, solicitor, has been elected Clerk to the Hartlepool School Board. Mr. Edger was certificated in 1862, and was formerly a partner in the firm of Middleton and Edger, solicitors, of Bridgend, Glamorganshire.

Mr. GEORGE CHRISTOPHER ROBERTS, solicitor, Kingston-upon-Hull, has been appointed Town Clerk of that borough, and Clerk to the Court of Venire, in succession to the late Mr. Robert Wells. Mr. Roberts was admitted in 1854, and was elected a member of the Town Council of Hull in 1862, since which time he was raised to the dignity of an alderman, and served as mayor of Hull in 1867. He resigned his aldermanic gown previous to his election as town clerk.

Mr. EDWARD LEADBITTER, solicitor, of Newcastle-on-Tyne, has been appointed by the High Sheriff of Northumberland (J. G. F. Hope Wallace, Esq.), to be his Undersheriff during his term of office.

Mr. THOMAS WHITFORD, solicitor, of St. Columb, Cornwall (firm Whitford & Sons), has been appointed Undersheriff of Cornwall for the current year, succeeding Mr. F. H. Cock, of Truro, who served the office last year. Mr.

Henry Whitford, of the same firm, has been appointed County Clerk for the like term.

Messrs. Bass & Jennings, solicitors, of Burton-on-Trent, have been appointed by the High Sheriff of Staffordshire (Charles W. Lyon, Esq.) to be Undersheriffs of that county for the present year. Mr. R. W. Hand, solicitor, and Town Clerk of Stafford, will continue to be the acting Undersheriff, as he has been for several years past.

Mr. Isaac Bugg Coaks, solicitor, Norwich (firm, Coaks & Rackham), has been appointed by the High Sheriff of Norfolk to be Undersheriff for the county during his year of office. Mr. Coaks was admitted in 1854, and holds the office of Magistrates' Clerk for the Blofield and Walsham division.

GENERAL CORRESPONDENCE.

Married Woman's Property Act, 1870 (33 & 34 Vict. c. 93).

Sir,—Section 7 of the above enacts that when a woman married after the passing of the Act becomes entitled, as next of kin to an intestate, to any personal property, or to any sum of money not exceeding £200 under any deed or will, such property shall, subject to the trusts of any settlement affecting the same, belong to her for her separate use.

Though contrary to the sense of the marginal note to the section, the strict construction of the sentence appears to be that she may possess for her separate use personal property (to which she is entitled as next of kin) of any value—say leaseholds worth £10,000—but the bequest or gift to her of a legacy of £10,000 would only give her a right to £200 of that amount, the remainder, unless the money be actually settled upon her, going to her husband.

Is this the intention the Legislature meant to convey? If not, what is?

Venia.

[As a matter of fact the intention of the Legislature seems to have been, that if a donor meant to give to separate use he would say so; and if he did not say so, the Legislature ought not to interfere. The interpretation of the section seem to be, that a bare legacy of £10,000 is unaffected by it, and goes to the husband, subject to the wife's ordinary "equity to a settlement."—Ed. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 17.—*Bankruptcy Law in Ireland.*—In reply to the Marquis of Clanricarde, Lord Dufferin said the Government intended, in the course of the session, to introduce a bill assimilating the law of imprisonment for debt to the English system, and amending the Irish bankruptcy law.

Feb. 20.—*Benefices Resignation Bill.*—The Bishop of Winchester proposed the second reading of this bill. Its object and machinery were very simple, and their lorships last session passed a measure almost identical with it. The object in view was to enable clergymen incapacitated by age or bodily infirmity for the due discharge of their duties to retire, with the consent of the parties concerned, on a moderate pension, chargeable on the revenues of the benefice.—Lord Romilly criticised the provisions of the bill. Strongly attached to the Church, he saw that the two first elements of its popularity—the independence of the parish clergy, and the lay element—would be seriously prejudiced. He opposed the second reading.—The Marquis of Salisbury supported the bill, as extending to parish clergy the excellent principle of superannuation. The bill was not perfect, and the rights of patrons were not sufficiently protected, but its general principle was wise and necessary, and an indispensable sequel to the reform applied by Parliament to both the civil and ecclesiastical service.—The Earl of Harrowby supported the bill, but feared that its application would be limited to the richer livings. The rights of the patron ought to be protected, and he should prefer a churchwarden on the commission to a magistrate named by the bishop.—Lord Cairns, while adhering to some of the objections taken by him to the form of the bill last session, was bound to say that his two principal objections would be materially modified, if not removed, by the amendments to which the bishop was willing to agree. One of them related to the rights of the patrons, and another to the terms on which resignation was to be permitted. These points might be considered in committee. At present, the resignation of a benefice in consideration of a money payment was punishable as simony. The bill proposed that the penalties of simony should not be applicable to arrangements made under it; but, unless care was taken, this would open the door to the most corrupt kind of jobbery which could be imagined as regarded traffic in livings. There was a provision in the bill enacting that, in case the clergyman, after availing himself of the benefit of the Act, engaged in any ecclesiastical duty, the bishop of the diocese he had quitted and the bishop of the diocese to which he went might settle between themselves how far his retiring income might be reduced. But if the clergyman subsequently wrote heretical works, or preached doctrines which were not orthodox, he might go to places where there was no diocese, and accept, for instance, the charge of a congregation on the coast of Italy, and draw not only his Italian salary, but also a third of the income of his former benefice.—Earl Stanhope supported the bill. The objections were objections which could easily be dealt with in committee.—The amendment was then negatived without a division, and the bill read a second time.

Feb. 21.—The *Ecclesiastical Dilapidations Bill* was read a second time, Lord Romilly observing that if the House of Commons guarded their privileges by striking out the money clauses the very essence of the bill would disappear.

The *Juries Act* (1870) *Amendment Bill.*—The Lord Chancellor moved the second reading. To avoid any ambiguity he should propose in committee a proviso that payments made anterior to the passing of the Act should not be interfered with.—Earl Grey remarked that this was an illustration of that imperfect system of legislation to which he had more than once called attention, and which was daily becoming a more crying evil. That bills which had passed both Houses should require amendment as soon as Parliament re-assembled was not creditable to either House, and proved the necessity of subjecting measures before they became law to some closer scrutiny than at present. Some machinery ought to be devised by which the practical working of legislation might be more satisfactorily secured.—The bill was read a second time.

Feb. 23.—The *Juries Act* (1870) *Amendment Bill* passed through committee.

HOUSE OF COMMONS.

Feb. 17.—The *Juries Act* (1870) *Amendment Bill* passed through committee, and on the motion of the Attorney-General, as a matter of urgency, it was read a third time and passed.

Origin and Circumstances of Fires.—A bill by Mr. M'Lagan, to provide for inquiries in these matters, was read a first time.

Feb. 20.—The *University Tests Bill* passed through committee.

The *Parliamentary and Municipal Elections (Ballot) Bill* (by Mr. Forster) was read a first time.

Feb. 21.—*Metropolitan Cab Fares.*—Mr. Bowring asked the Secretary of State for the Home Department whether his attention had been called to the recent conflicting decisions given by various police magistrates as to the present cab fares in the metropolis, and whether he had considered the propriety of taking steps to remedy the inconvenience and uncertainty thus caused.—Mr. Bruce said the regulations with respect to the question were certainly in accordance with the intention of the Act 31 Vict., which provides that whenever the fare now payable by law in the case of any hackney carriage on a stand shall not amount to the sum of 1s., the driver shall be entitled to charge 1s. It certainly was the intention of the promoters of the Act, and of those who framed the regulations, that where a third person was carried an additional 6d. should be paid for any distance short of a mile.

Army administration.—The Horse Guards.—Mr. Trevelyan moved—"1. That, in the opinion of this House, no scheme for military reorganisation can be regarded as complete which does not alter the tenure of the Command-in-Chief in such a manner as to enable the Secretary of State for War to avail himself freely of the best administrative talent and the most recent military experience from time to time existing in the British army. 2. That the consideration of the cost involved in the abolition of the purchase system urgently calls for the immediate removal of obsolete and

antiquated sources of military expenditure."—Negatived by 201 to 83.

Baby Farming.—Mr. Charley introduced a bill.

Feb. 22.—*Merchant Shipping Survey Bill.*—Mr. Plimsoll moved the second reading.—Mr. Chichester Fortescue eulogised the humane motives of the introducer of the bill, but its only effect, so far as he could see, would be to call into existence what had been described as an army of high-class and well-paid officials, in the vain hope of preventing a few only of the very different classes of accident which result in loss of life and property at sea. He thought the Government bill would meet all the requirements of the case in a sufficient and reasonable manner.—Mr. Cave and Sir J. Pakington said the bill did not sufficiently deal with those cases in which wrecks were caused by unseaworthy ships being sent to sea through sheer avarice.—Mr. C. Fortescue was willing to bring in as a separate bill the clauses of the Government bill relating to this part of the matter.—Mr. Plimsoll withdrew his bill.

Lodgers' Goods Protection Bill.—Mr. H. B. Sheridan introduced a bill to protect the goods of lodgers against distraint upon the property of the landlord.

Parish Churches.—Mr. West introduced a bill to declare and amend the law as to the rights of parishioners in respect of their parish churches, and for other purposes relating thereto.

Feb. 23.—The *University Tests Bill* was read a third time and passed.

The *Ecclesiastical Titles Act Repeal Bill.*—The Attorney-General moved the second reading, which was opposed by Mr. Charley, and carried by 137 to 51.

The *Mines Regulation Bill* was read a second time.

The *Enclosure Law Amendment Bill* was read a second time.

PENDING MEASURES OF LEGISLATION.

A Bill to Remove the Electoral Disabilities of Women.

Prepared and brought in by Mr. Jacob Bright, Dr. Eastwick, and Dr. Lyon Playfair.

Be it enacted, &c.:—

In Acts relating to qualification and voting of parliamentary electors, masculine gender to include females.

1. That in all Acts relating to the qualification and registration of voters or persons entitled or claiming to be registered and to vote in the election of members of Parliament, wherever words occur which import the masculine gender, the same shall be held to include females for all purposes connected with and having reference to the right to be registered as voters, and to vote in such election, any law or usage to the contrary notwithstanding.

IRELAND.

(*From our own Correspondent.*)

Dublin, February 23.

A remarkable decision was arrived at yesterday by the Right Hon. Judge Warren, judge of the new court for matrimonial causes in Ireland, amounting, in fact, to this:—That although his court is the only one in Ireland now competent to adjudicate in such cases, it has no power to enforce compliance with its orders. It appears that a motion was instituted on the part of a Mrs. Hastings, who had, before the passing of the recent Act (33 & 34 Vict. c. 110), obtained, from the provincial court, a decree for a divorce *a mensa et thoro*, upon the ground of her husband's cruelty. The Rev. Patrick Hastings, the respondent, was the incumbent of Ardraph, in the diocese of Clagher, which is a district parish or perpetual cure. A demand for payment of £119 2s. 10d., being the amount of the petitioner's taxed costs, having been made upon the respondent, he refused to pay, and upon the 1st of February, 1871, the Court made an order directing the respondent to pay the costs within seven days, under pain of sequestration. The application yesterday made to the Court, was made in pursuance of the 129th General Order of said court, 1871, which provides as follows:—"Upon the registrar's certificate of costs being signed, he shall at once issue an order of the court for payment of the amount within seven days, and this order shall be served on the proctor, solicitor, or attorney for the party liable (or if it is desired to enforce the order for attachment, on the party himself), and if the costs be not paid within seven days a writ of sequestration shall be issued as, of course, in the registry, upon an affidavit of personal service of the order, and non-payment." Upon service of the said order upon the respondent personally, he wrote stating that he would not pay the money, and that the threat of sequestration was "all moonshine." The money was not, in fact, paid. It appeared upon the hearing of the motion that although the 5th section of the Matrimonial Causes, &c. (Ireland), Act, 33 & 34 Vict. c. 110, provided that all suits and proceedings pending in any ecclesiastical court should be "transferred to, dealt with, and decided by" the new Court, the statute does not contain any provision corresponding to the 30th section of the Irish Probate Act (20 & 21 Vict. c. 79), by which the orders made by Judge Warren, in his capacity of Judge of the Probate Court, are given effect to. In support of the motion it was contended that, inasmuch as the "Ecclesiastical Court and Registries Act (Ireland), 1864," s. 51, gives to the provincial Court the power to enforce its order by means of a sequestration, and the 7th section of the recent Act enacts that "all jurisdiction now vested in or exercisable by any ecclesiastical court or person in Ireland in respect of divorces *a mensâ et thoro*, &c., and in all causes, suits, and matters matrimonial, &c., &c., shall belong to and be exercised by her Majesty; and such jurisdiction shall be exercised in the name of her Majesty in a court of record, to be called the Court for Matrimonial Causes and Matters." It would follow that the Court had now the same jurisdiction as formerly, to sequester. Judge Warren was, however, of opinion that he had no jurisdiction to make an order for sequestration, and intimated that he had already called the attention of the law officers of the Crown to the matter.

Committees of the bar and of the attorney profession are at present actively engaged in obtaining a revision of the scale of costs for proceedings under the Irish Land Act, which is almost universally condemned as inadequate. The present scale of fees has not, so far as I have ascertained, been acted upon by a single suitor under the Act, and the large amount of the costs necessarily to be paid over and above what will tax, presses hardly and unduly upon the successful party. The lowness of the scale also operates as an encouragement to try the chances of a different tribunal's taking a different view of the facts by appealing from an adverse order.

OBITUARY.

MR. J. P. POSTLETHWAITE.

Mr. John Pearson Postlethwaite, solicitor, of Ulverston, Lancashire, and registrar of the Ulverston County Court, died at that place on the 12th of February, in the fifty-seventh year of his age. He was admitted in 1835, since which year he has been in practice at Ulverston, having latterly been in partnership with his brother, Mr. Thomas Postlethwaite. In 1847 he was appointed assistant clerk of the county court of the Ulverston district, and in 1851 he became registrar, the duties of which office he continued to discharge till shortly before his death, and it is recorded that he was never absent from a single public sitting of the Court for the last fourteen years. In 1851 he was elected a guardian of the poor for the parish of Kirkby-Ireleth, in which he resided, and from that time till his decease he was one of the most active members of the board of guardians of the Ulverston Union. Mr. Postlethwaite was for many years one of the secretaries to the North Lonsdale Agricultural Society, and was much attached to horticultural pursuits. The Board of Guardians, on the 16th February, passed a resolution of condolence with his family.

MR. E. G. FLIGHT.

Mr. Edward Gill Flight, solicitor, died at Bridport, Dorset, on the 6th of February, in his sixty-eighth year. Mr. Flight was certificated in 1824; he also practised as a notary in Bridport and its neighbourhood, and had for some years held the office of secretary to the Bridport Railway Company, which office becomes vacant by his decease.

The registrarship of the County Court of Ulverston, in Lancashire, has become vacant by the death of Mr. J. P. Postlethwaite. Ulverston is included in Circuit No. 3, the judge of which is Mr. T. H. Ingham.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held on Tuesday, the 21st inst., the question for discussion was No. 468, legal, "A contract was entered into for purchase of a house required for immediate possession, of which the vendor had notice. The vendor failed to complete his title by the day fixed for that purpose, but negotiations were continued to a subsequent day, on which day, notice was given by the purchaser of immediate abandonment of the contract. Is the vendor entitled to a decree in a suit instituted by him for specific performance, the contract being altogether silent as to time being of the essence of the contract?" Mr. Galloway opened the debate in the affirmative, in which way it was decided almost unanimously.

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

A meeting of this society took place on Thursday evening, the 16th, at the Law Library, Cook-st. Mr. John H. Kenion, solicitor, occupied the chair. The subject for discussion was—"Is an executor justified in paying a debt of his testator's which is barred by the Statute of Limitations." After an interesting discussion the affirmative was carried by a large majority.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1871.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the Examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

Arthur William Rooke, who served his clerkship to Messrs. Parker, Rooke, & Parkers, of London.

Edward Walter Hunnybun, who served his clerkship to Mr. Martin Hunnybun, of Huntingdon; and Messrs. Fox & Robinson, of London.

Ernest Lloyd, who served his clerkship to Mr. E. C. Morley, of London.

James Henry Vant, who served his clerkship to Mr. William Hartley, of Settle.

William Kay, who served his clerkship to Mr. Thomas Swarbreck and Mr. Charles McCartney Swarbreck, of Thirsk; and Messrs. Brodrick & Gray, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Rooke, the prize of the Honourable Society of Clifford's-inn.

To Mr. Hunnybun, the prize of the Honourable Society of Clement's-inn.

To Mr. Lloyd, Mr. Vant, and Mr. Kay, prizes of the Incorporated Law Society.

The Examiners have also certified that the following candidates, under the age of 26, passed examinations which entitle them to commendations:—

Charles William Cronshey, who served his clerkship to Messrs. Read, of Mildenhall; and Messrs. Wedlake & Letts, of London.

Edmund Coplestone Roberts, who served his clerkship to Mr. Edward Hunt Roberts, of Exeter; and Messrs. Torr, Janeway, & Tagart, of London.

John Stephens Carter, who served his clerkship to Mr. William Huggins, of Exeter; and Mr. John Yarde, of London.

The Council have accordingly awarded them certificates of merit.

The Examiners have further announced to the following candidates that their answers to the questions at the examination were highly satisfactory, and would have entitled them to certificates of merit if they had not been above the age of 26:—

Alfred Taylor.
Henry Wade.
Philip Lovegrove.

The number of candidates examined in this term was 106; of these 103 passed, and 3 were postponed.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Hilary Term, 1870.

Acton, Frederick
Arnold, William
Arnold, William Newall
Bagnall, William
Barber, Henry Thompson
Best, James
Bill, Henry Kennard, B.A.
Black, Arthur, B.A.
Broadbent, William
Burgoyne, Robert
Carter, Edgar
Carter, Jno. Stephens
Clark, Fisher
Cook, Charles Travis
Cook, James William
Cooper, Charles James
Cooper, James Artis
Coppock, Oliver
Coventry, Geo. Walter Thos.
Cox, Charles Henry
Cronshey, Charles William
Cuff, Herbert
Daniel, Arthur Henry
Davis, George Chr.
Dibdin, Robert William
Domithorne, Nicholas
Evans, John
Foulkes, Evans, B.A.
Fripp, George Pollock
Galpin, George Richard
Godby, Robert
Golding, Horace Edward
Goss, Herbert
Gossett, Montague Callaway, M.A.
Gould, George Domett
Grueber, Henry Joseph
Hedger, Edward Francis
Hill, Henry Thomas Benj.
Hills, Edward
Howard, George Briggs
Hunnybun, Edward Walter
Ibberson, John Kitson
Isaacson, Charles
Jones, William Owen
Kay, William
Kendall, Edward John
Kilsby, Edward Charles
Kinhead, Richd. Evan John
Liddle, Mark Anthony
Lindsell, Edwd. Barber, B.A.
Lloyd, Ernest
Locke, Ernest Dalton Burrough
Loughborough, Albt. Edwd.
Lovegrove, Philip
Macarthur, James Robert
Macdonald, John
Marshall, Charles Henry
Marshall, Chas. Henry Thos.
Marshall, James Whaley.
Moojen, Frederick Charles
Musgrave, Justin Vernon
Norris, George Goodwin
Oates, Charles Henry
Olive, Edmund
Ottley, Jno. Bickersteth, B.A.
Padley, Arthur Augustus
Parr, Charles Chase
Parry, Edward
Pearson, Thomas Francis
Phillips, Thomas
Peddocke, John Leonard
Popplestone, John Luscombe
Prout, Wm. Andrew, B.A.
Raimondi, Charles Henry
Roberts, Edmd. Copplestone
Roberts, Maurice Davies
Robinson, Edward Lewis Garvin
Rooke, Arthur William
Saddler, Robert Hurst
Scoles, Geo. Matthew Cory
Scott, William Henry
Sherwood, Richard
Shield, William Thomas
Shorland, James Hillier
Smith, Henry George
Sorrell, John Brockett, Jun.
Staight, Arthur Athelstane
Tasman, William James
Taylor, Alfred
Temple, Frederick
Tryon, John
Vant, James Henry
Varley, John
Wade, Edward Fry
Wade, Henry
Warren, Charles Harris
Waterhouse, Shadford Turner
Watts, Alfred Augustus
Watts, Duncan
West, Alfred
Wright, Alfd. Wm. Green
Wright, John Kentish, B.A.
Yeilding, Chas Wm Townley

COURT PAPERS.

COURT OF PROBATE.

AMENDED RULES and ORDERS for the Registrars of the Principal Registry of her Majesty's Court of Probate, in Non-contentious Business.

By virtue and in pursuance of the provisions of the statute 20 & 21 Vict. c. 77, I, the Right Honourable James Plaisted, Baron Penzance, judge of her Majesty's Court of Probate, with the concurrence of the Right Honourable William Page, Baron Hatherley, Lord High Chancellor of Great Britain, and of the Right Honourable Sir Alexander James Edmund Cockburn, Baronet, Lord Chief Justice of the Court of Queen's Bench, make and issue the following rules and orders in respect to the non-contentious business in the said Court of Probate, to take effect on and after the 1st. Feb. 1871.

Dated the 14th Jan. 1871.

In place of rule 4 of the rules, orders, and instructions for the registrars of the principal registry in non-contentious business, it is ordered that—

4. If there be no attestation clause to a will or codicil presented for probate, or if the attestation clause thereto be insufficient, the registrars must require an affidavit from at least one of the subscribing witnesses, if they or either of

them be living, to prove that the provisions of 1 Vict. c. 26, s. 9, and 15 Vict. c. 24, in reference to the execution were in fact complied with.

4a. The practice of registering affidavits shall be discontinued, and, in lieu thereof, a note signed by a registrar shall be inserted on the engrossed copy, will, or codicil annexed to the probate or letters of administration, and registered, to the effect that affidavits of due execution, of domicil, or as the case may be, have been filed: Provided, that in cases presenting difficulty the affidavits themselves may still be registered by direction of a register.

(Signed) PENZANCE.

Approved,

(Signed) HATHERLEY, C.

A. E. COCKBURN.

Forms of Notes to be used in the Principal Registry when applicable.

Affidavits of due execution filed.

A. B.,
Registrar.

Affidavits of identity of will (or codicil or memorandum) filed.

A. B.,
Registrar.

Affidavits of domicil and law filed.

A. B.,
Registrar.

LORD JUSTICE JAMES ON HOME DEFENCE.

On Thursday afternoon Lord Justice James distributed in Lincoln's-inn Hall the prizes won during the year by members of the Inns of Court Volunteers. A distinguished company was present, including the Lord Chief Justice of the Common Pleas and Lady Bovill, the Lord Chief Baron and Lady Kelly, Lord Justice Mellish, Vice-Chancellor Bacon, Vice-Chancellor Malins, Major-General John Lysaght Pennefather, Sir. R. Baggally, Q.C., Mr. Karslake, Q.C., Dr. Deane, Q.C., Mr. Kay, Q.C., Mr. T. W. Greene, Q.C., Mr. J. Dickinson, Q.C., &c. Lord Justice James, when about to present the prizes, said it was his duty and pleasure upon that occasion to avail himself of the opportunity it afforded him to say a few words dictated by loyal fidelity towards his predecessors. Eleven years ago the political horizon became darkened by the rumours of a threatening danger, and, so to speak, an epidemic fever seized upon the feelings of the people—in fact, overspread the land. It was at that time to which he referred that the opportunity was seized to prove that English pluck and valour had not been deteriorated by the influences produced by long years of peace, of persevering and well-rewarded industry and increasing wealth. From the ground, as it were, there sprung an army of men, who came forward without promise of pay or hope of advantage or promotion, to enrol themselves as a powerful phalanx for the defence of their country, and they submitted as cheerfully to the oftentimes irksome routine of training as the best recruit in the army could be expected to do. Now, this was an army on which the country felt it could rely, because it felt that these men were pledged to the cause of national defence by feelings of honour and self-respect, and by an honourable ambition to win the esteem of their countrymen and countrywomen. The lawyers of England were glad to be able to enrol themselves in such an army, and having done so, they laboured with zeal and assiduity in the cause. Some time after the formation of the Volunteer Corps sloth seemed to come over it. So often had the cry of "Wolf!" been repeated that one shepherd began to slumber and one watch-dog to sleep; but at the coming of the last long vacation there occurred that which startled the most sleepy into waking life. When they heard of treaties, to which one faithful and honourable ally had been a party, repudiated, it made them reflect how necessary it was that they should be on their guard; and those stirring and startling events which had occurred on the Continent had given a great impetus to the Volunteer movement in this country. He was glad to say the Government had evinced a desire to give a better organisation to the Volunteer force, and he could not but hope that the Inns of Court corps would show how recent events had affected them, and exhibit full battalions instead of attenuated companies. It was the constant custom of foreign critics to speak with contempt of the English volunteers, and to assert that they could be swept away by a few squadrons of Uhlans or companies of veteran troops, but he would remind them that there had been times when the yeomen soldiers of England, suddenly called from the anvil and the plough, had proved themselves equal to the defence of their country. At Cressy, Poictiers, and Agincourt the yeomanry of England had proved themselves true and stalwart; and now the English volunteer, armed with the best weapon that English money could purchase, he had no doubt would prove as formidable a foe as his forefathers had in days gone by. Let them remember their motto was "Defence not defiance." Let them never give way to bluster or bullying the resources of nations which desired to cover the weakness that was in them. The prizes were then distributed by the Lord Justice.—*Times.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 24, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91¼	Annuities, April, '85
Ditto for Account, Mar. 2, 91¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¼	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92½	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 244
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	91
Stock	Caledonian	100	88
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	125
Stock	Do., A Stock*	100	135
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	77
Stock	Lancashire and Yorkshire	100	136
Stock	London, Brighton, and South Coast	100	43
Stock	London, Chatham, and Dover	100	14½
Stock	London and North-Western	100	130
Stock	London and South-Western	100	94½
Stock	Manchester, Sheffield, and Lincoln	100	47
Stock	Metropolitan	100	66½
Stock	Midland	100	128½
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	34
Stock	North London	100	117
Stock	North Staffordshire	100	63
Stock	South Devon	100	54
Stock	South-Eastern	100	79
Stock	Taff Vale	100	172

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols remain without movement, in spite of the general belief that peace is now an arranged matter. There are, however, some new openings in the foreign market sufficient to account for this. A new Brazilian loan is announced; another Egyptian said to be in process of negotiation. On the whole, prices in the foreign markets are firm. In the railway market a very active business has been doing, and good dividend announcements and traffic returns have caused advances in nearly all the leading lines. Great Easterns are still about where they recently fell, but Great Westerns have reached 76½ to 77½

The directors of the Somerset and Dorset Railway invite subscriptions for £108,500, the unissued balance of £160,000 5 per cent. perpetual debenture stock No. 1, issued under scheme in pursuance of the Railway Companies Act, 1867.

Messrs. Field, Wood & Haynes are authorised to receive applications for £235,000 (part of £260,700) ordinary stock of the Devon and Somerset Railway, in 2,350 certificates of £100 stock each certificate. The price of the stock now offered is £38 for each certificate of £100 stock, payable as follows:—£8 on each certificate applied for, payable on application; £10 on allotment; £10 on the 1st of May, 1871; £10 on the 1st of July, 1871. To ensure the investor an adequate return on his capital during a period amply sufficient for the full development of the traffic of the railway, 3 per cent. per annum on the stock—equal to £8 per cent. per annum on the amount invested—is guaranteed for five years, from 31st of January last to 31st of January, 1876. The necessary amount will be invested in Consols in the names of J. Goodson, Esq., J.P., and John Field, Esq., as trustees, and the interest will be payable half-yearly, on July 31 and January 31 in each year, at the National Provincial Bank of England, London. The first half-yearly payment will be made on July 31 next.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

NANSON—On Feb. 16, at Abbey-street House, Carlisle, the wife of John Nanson, Esq., of a son.

MARRIAGES.

HUGHES-HALLETT—SELWYN—On Feb. 11, at St. James's Church, Piccadilly, Frank C. Hughes-Hallett, Esq., Royal Horse Artillery, to Catherine Rosalie, Lady Selwyn, widow of the Right Hon. Lord Justice Selwyn.

DEATHS.

PLUES—On Monday, Feb. 20, at Kensington, in her 53rd year, Mary, the beloved wife of Samued Swire Plues, Esq., H.M.'s Attorney-General for British Honduras.

WOOLLS—On Feb. 20, at Uxbridge, Edward Woolls, Esq., solicitor, in the 69th year of his age.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 17, 1871.

UNLIMITED IN CHANCERY.

Wilts and Gloucestershire Railway Company.—Petition for winding up, presented Feb 15, directed to be heard before Vice Chancellor Malins on March 10. Wood & Co, Raymond-bldgs, Gray's-inn; agents for Paul & Rogers, Tetbury, solicitors for the company.

LIMITED IN CHANCERY.

Merioneth Slate and Slab Company (Limited).—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to Mr. Chas Martin, Savings Bank-bldgs, Bury, the official liquidator. Thursday, May 4 at 11, is appointed for hearing and adjudicating upon the debts and claims.

West Surrey Tanning Company (Limited).—Vice Chancellor Bacon has, by an order dated Jan 13, appointed Arthur Cooper, George-st, Mansion House, to be the liquidator.

TUESDAY, Feb. 21, 1871.

LIMITED IN CHANCERY.

Fortune Copper Mining Company of Western Australia (Limited).—Vice Chancellor Bacon has, by an order dated Feb 15, appointed Fredc Coker, 32, Cheapside, to be official liquidator.

Sheffield Metal Company (Limited).—The Master of the Rolls has, by an order dated Feb 13, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of this court. Pattison & Co, Lombard-st; agents for Broomhead & Co, Sheffield, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 17, 1871.

Forbes, David, Aberdeen, Scotland, Major-General. March 31. Sharpe v Forbes, V.C. Stuart. Simpson & Dimond, Henrietta-st, Cavendish-sq.

Hooper, Hy, Mount Radford, Devon, Esq. March 14. Sanders v Hooper, V.C. Malins. Hooper, Exeter.

Hughes, Margaret, Rhyl, Flint. March 6. Hughes v Evans, V.C. Malins. Williams, Rhyl.

Learoyd, Jas, Dalton, York, Fancy Cloth Manufacturer. March 9. Fry v Learoyd, M.R. Brook & Co, Huddersfield.

Patchin, Hy, Brighton, Sussex, Plumber. March 5. Patchin v McGinnis, V.C. Bacon. Ward, Union Bank-chambers, Carey-st, Lincoln's-inn.

Rose, Geo, Rolleston, Stafford, Painter. March 21. Cox v Rose, V.C. Stuart. Flint, Uttoxeter.

Roy, Robert McFarlane, Stafford, Common Brewer. March 11. Dawber v Roy, V.C. Stuart. Brough, Stafford.

Russell, Bedford, South Lynn, Norfolk. March 10. Russell v Russell, V.C. Malins. Archer, King's Lynn.

Whieldon, Geo, Gillingham, Dorset, Esq. March 31. Rickards v Whieldon, V.C. Stuart. Walker, Lincoln's-inn-fields.

NEXT OF KIN.

Bassett, Eliz, Weedington-st, St Pancras. March 16 Perkins v Fladgate, V.C. Bacon.

Hughes, Margaret, Rhyl, Flint. May 13 at 12. Hughes v Evans, V.C. Malins.

TUESDAY, Feb. 21, 1871.

Blaydes, Thos, Epworth, Lincoln, Currier. April 3. Blaydes v Chapman, V.C. Malins. Sharp, Epworth.

Evenden, Thos, Norland-ter, Notting-hill, Gent. March 10. Bowderry v Pope, V.C. Stuart. Burgoynes & Co, Oxford-st.

Hall, Wm, High-st, Whitechapel, Licensed Victualler. March 18. Hall v Arlett, M.R. Field, Suffolk-lane, Cannon-st.

Mayers, Rev Hy, Weston, Suffolk. March 13. Mayers v Mayers, V.C. Stuart. Turner, Jermyn-st, St James's.

Phillips, Mary Eliz, Loraine-rd, Holloway. March 8. Phillips v Moxon, V.C. Stuart. Cattell, Bedford-row.

Warens, Jemima, Helgham, Norwich. April 1. Radnor v Walton, M.R. Darvill & Co, Windsor.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 17, 1871.

Agate, Susannah, West Grimsted, Sussex, Spinster. April 1. Green, Worthing.

Becket, Fras Adelme, Upper Grosvenor-st, Widow. March 21. Nelson, Essex-st, Strand.

Booth, John, sen, Macclesfield, Chester, Yeoman. April 3. Hand, Macclesfield.

Boucher, Wm Burge, Bristol, Grocer. April 1. Gillard, Bristol.

Bryan, Catherine, Wallasay, Chester, Widow. March 17. Frodsham & Nicholson, Lpool.

Burgess, Matthew, Macclesfield, Chester, Gent. April 15. Hand, Macclesfield.

Chatterton, Thos, Stone, Stafford, Clothier. April 9. Saben, Stone.

Dacre, Geo, Colchester, Essex, Clerk. March 1. Neck & Donaldson, Colchester.

Ham, Ambrose, Reading, Berks, Gent. April 3. Bartlett, Reading.

Hassall, Margaret, Cadogan-pl, Widow. April 15. Bennett & Co, New-sq, Lincoln's-inn.

Lant, Ishmael, Sheffield, Wood Turner. March 13. Burdekin & Co, Sheffield.

Longley, Arthur, High-st, Southwark, Hosier. April 1. Sturt, Ironmonger-lane.

Marsden, Thos, His Imperial Majesty's Ship "China," Engineer. April 10. Beldan, Coleman-st.

Raine, Margaret, York, Widow. March 1. Smithson & Son, York.

Reed, John, Street Farm, Irvington, Sussex, Farmer. March 25. Hillman, Lewes.

Richards, Hy Scott, Birkenhead, Chester, Gent. March 7. Cottrell, Birm.

Rowbottom, Hy Sherratt, Reading, Berks, Draper. March 1. Green, Northwich.

Smith, Jas Hy, Mannington, Essex, Surgeon. April 15. Daniel, Ipswich.

Stephens, Emma, Bristol, Spinster. March 1. Burrup & Co, Gloucester.

Stephens, Joseph, Remarley D'Abitot, Worcester, Stone Mason. March 1. Burrup & Co, Gloucester.

Williams, Lawrence Blount, Bath, Somerset, Commander, R.N. June 24. Burne, Bath.

TUESDAY, Feb. 21, 1871.

Axford, John Brown, Upham Villa, Kilburn, Builder. March 25. Helder & Kirkbank, Gray's-inn-sq.

Beckett, Jane, Mare-st, Hackney, Spinster. March 25. Hepburn, Bird-in-hand-ct, Cheapside.

Bryan, Wm, Cheetham-hill, Manch, Merchant. March 31. Murray & Wrigley, Oldham.

Bunton, John, Litcham, Norfolk, Innkeeper. March 21. Palmer, Swaffham.

Chisholm, Ralph, Holborn Grange, Northumberland, Farmer. March 31. Sanderson, Berwick-upon-Tweed.

Cook, John, Edgware-rd, Baker. April 20. Smith & Co, Northumberland-st, Charing-cross.

Dickinson, Joseph, Headingly, Leeds, Gent. March 3. Spirett, Leeds.

Dover, John Wm, Stanley-st, South Belgravia, Merchant. March 25. Foster, Southampton-bldgs, Chancery-lane.

Dulley, Mary Ann, Nelson-ter, Stoke Newington-rd. May 1. McLeod & Watney, London-st, Fenchurch-st.

Dudley, Wm, Nelson-ter, Stoke Newington-rd, Esq. May 1. McLeod & Watney, London-st, Fenchurch-st.

Duke, Susannah, Ebenezer-ter, Kennington. April 1. Rogers, Westminster-chambers.

Lord, Louisa, Cardiff, Glamorgan, Hotel Proprietress. March 25. Waldron, Cardiff.

Mackenzie, Ann, George-st, Hanover-sq. March 31. House & Bird, St James-st, Bedford-row.

Marsh, Sally, Wigan, Lancaster, Widow. April 1. Ackerley & Son, Wigan.

Neave, Gundry, Woodbridge, Suffolk, Gent. March 31. Weltar, Woodbridge.

Reynolds, Geo, Westbury-upon-Trym, Gloucester, Esq. April 5. Gwynn & Westhorp, Bristol.

Rickman, Jas, Courland House, Wandsworth-rd, Esq. March 25. Wilkins & Co, St Swithin's-lane.

Sandford, Stephen, Chepstow, Monmouth, Esq. Feb 28. Sandford, Cheltenham.

Shippey, Wm Cuttriss, Cambridge, Gent. April 1. Eaden & Harris, Cambridge.

Simons, Eliz, Compton-ter, Islington, Widow. April 20. Davis, jun, Charles-st, Hoxton.

Smith, Jas, Temple End, Chepping Wycombe, Buckingham, Chair Manufacturer. March 25. Parker & Son, Chepping Wycombe.

Stone, Wm Hy, Oak-hill, East Budleigh, Devon, Esq. March 25. Channing, Taunton.

Stringfellow, John, Southport, Lancashire, Gent. April 1. Ackerley & Son, Wigan.

Townsend, Richard, Clearwell, Gloucester. Stone Merchant. April 20. Roberts, jun, Coleford.

Twiss, Hugh, Hindley, Lancashire, Gent. April 1. Ackerley & Son, Wigan.

Wood, Wm, Trinity-sq, Southwark, Surgeon. March 31. Miller & Stubbs, Eastcheap.

Bankrupts.

FRIDAY, Feb. 17, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dickson, Spencer Naylor, Gt Winchester-st-bldgs, Merchant. Pet Feb 13. Hazlitt. Feb 28 at 12.

Harvey, Fredk Saml, Henry-st East, St John's Wood, Stationer. Pet Feb 10. Spring-Rice. March 2 at 1.

Simpson, John B., Bishopsgate-st Within, Shipowner. Pet Feb 15. Roche. March 3 at 12.

Taylor, Chas, John-st, Upper Holloway, Contractor. Pet Feb 14. Spring-Rice. Feb 28 at 12.

Underwood, Joseph, Wilmington-st, Clerkenwell, Engine Turner. Pet Feb 14. Spring-Rice. March 3 at 11.

To Surrender in the Country.

Bromley, Wm, Manch, Yarn Agent. Pet Feb 14. Kay. Manch, March 2 at 9.30.

Collins, Jas Wm, Hereford, Butcher. Pet Feb 10. Reynolds. Hereford, March 4 at 11.

Cowper, Geo, York, Innkeeper. Pet Feb 13. Perkins. York, March 1 at 11.

Gebbie, Jas, South Shields, Durham, Boot Dealer. Pet Feb 11. Blanshard. Newcastle, Feb 28 at 12.

Hardy, Geo, Kirkdale, nr Lpool, Builder. Pet Feb 14. Watson. Lpool Feb 28 at 2.

Hogarth, Wm Thos, Middlesborough, York, Tailor. Pet Feb 14. Crosby. Stockton-on-Tees, March 3 at 11.

Holt, Rosehanna Mary, Derby, Widow. Pet Feb 14. Weller. Derby, March 2 at 12.

Kerr, Jas, & Wm Hy Glynn, Lpool, Cotton Brokers. Pet Feb 14. Watson. Lpool, March 1 at 2.

Martin, John, South Shields, Durham, Boot Dealer. Pet Feb 11. Blanshard. Newcastle, Feb 28 at 12.

Shaw, Saml, Micklehurst, Cheshire, Cotton Spinner. Pet Feb 14. Hall. Ashton-under-Lyne, March 2 at 11.

Stevens, Hy, Swaffham Bulbeck, Cambridge, Builder. Pet Feb 13. Eaden. Cambridge, March 3 at 3.

Wever, Geo, Sheffield, Cooper. Pet Feb 16. Wake. Sheffield, March 2 at 1.

Whitty, Wm, Martley, Worcester, Turnpike-gate Keeper. Pet Feb 15. Crisp. Worcester, March 1 at 11.

Wilkinson, Joseph, Whitby, York, Butcher. Pet Feb 14. Crosby. Stockton-on-Tees, Feb 27 at 11.

TUESDAY, Feb. 21, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hutchings, Thos. Alwin-rd, Lewisham-rd, Contractor. Pet Feb 6. Hazlitt. March 8 at 12.

Van Praag, Alex, Crown-st, Soho, Cigar Dealer. Pet Feb 18. Roche. March 3 at 12.

To Surrender in the Country.

Beckwith, Wm Davies, Bury, Lancashire, Wine Merchant. Pet Feb 18. Holden. Bolton, March 11 at 10.

Crossley, Edwin, Halifax, York, Roller Maker. Pet Feb 17. Rankin. Halifax, March 3 at 10.

Davies, Thos, Merthyr Tydfil, Glamorgan, Innkeeper. Pet Feb 18. Russell. Merthyr Tydfil, March 6 at 2.

Egan, Fredc Bailey, & Walter Raynham, Manch, Comedians. Pet Feb 16. Kay. Manch, March 16 at 9.30.

Goldthorpe, David, Cleckheaton, York, Cardmaker. Pet Feb 17. Robinson. Bradford, March 7 at 9.

Higgins, John Wm, Exeter, Cheese Dealer. Pet Feb 17. Daw. Exeter, March 4 at 12.

Irwin, Wm Howard, Northam, Devon, Butcher. Pet Feb 17. Bencraft. Barnstaple, March 7 at 12.

Roberts, Fredk Jas, Birm, Accountant. Pet Feb 18. Chauntler. Birm, March 6 at 12.

Spear, Percival Fredk, Warsash, Hante, Licensed Victualler. Pet Feb 17. Hellard. Portsmouth, March 7 at 12.

Stow, Jane. Nelson, Lancashire, Plumber. Pet Feb 16. Hartley. Burnley. March 9 at 3.30.

Whatman, Maximilian, Lorthiam, Sussex, Farmer. Pet Feb 18. Young. Hastings, March 4 at 1.15.

Wood, Wm Sproston, Oxford, Licensed Victualler. Pet Feb 6. Dudley. Oxford, March 6 at 12.

TUESDAY, Feb. 21, 1871.

Ainsworth, Jas, Kidderminster, Worcester, Rug Manufacturer. March 1 at 12. at office of Corbet, Church-st, Kidderminster.

Allon, Robt, Jarrow, Durham, Tailor. March 7 at 12, at offices of Hoyle & Co, Mosley-st, Newcastle-upon-Tyne.

Arthur, Wm, Blackburn, Lancaster, Leather Currier. March 7 at 2, at offices of Tyrer & Co, North John-st, Lpool.

Barber, Thos, Blacksyke Mill, nr Holmfirth, York, Woollen Manufacturer. March 6 at 11, at offices of Clough, Market-st, Huddersfield.

Barker, Robinson, Low-moor, Bradford, York, Manufacturer. March 1 at 11, at offices of Hargreaves, Market-st, Bradford.

Bassett, Richd, Hinckley, Leicester, Builder. March 6 at 12, at office of Owston, Friar-lane, Leicester.

Battison, Josiah, Lavendon, Bucks, Carrier. March 6 at 11, at office of Becke, Market-sq, Northampton.

Brayshaw, John, & Wm Hilton, Manch, Coal Merchants. March 8 at 11, at offices of Nicholson & Milne, Norfolk-st, Manch.

Brigstocke, Wm Phelps, Wednesbury, Stafford, Grocer. March 7 at 11, at offices of Eaden, Bennetts-hill, Birm.

Browne, Geo Shaw, Stockport, Poulterer. March 8 at 11, at 10, Higher-hill-gate, Stockport.

Bruskevith, Hy, Birm, Fish Merchant. March 7 at 3, at 37, Waterloo-st, Birm. Butt.

Buckley, Wm, Rochdale, Lancaster, Housepainter. March 10 at 3, at offices of Holland, Baillie-st, Rochdale.

Butter, Ephraim Alfred, Engineer-rd, Woolwich-common, Dairyman. March 9 at 2, at offices of Lindus, Cheapside.

Child, Joey, Leeds, Assistant Engineer. March 8 at 11, at 15, Eastparade, Leeds. Butler & Smith.

Copeland, Edwd, Southampton, Ironmonger. March 3 at 12, at offices of Emanuel, Austinfriars. Killby, Southampton.

Cowan, Walter, Torquay, Devon, Travelling Draper. March 6 at 12, at the County Court Office, Bedford-circus, Exeter. Petherick.

Crowther, Joseph, Eccles, Lancaster, Grocer. March 8 at 11, at offices of Boote & Edgar, George-st, Manch.

Cuss, Geo Edmund, Pontypool, Monmouth, Grocer. March 6 at 11, at the Queen's Hotel, Baneswell, Newport. Greenway & Bytheway, Pontypool.

Davis, Saml, Weston-super-Mare, Somerset, Grocer. March 2 at 12, at offices of Barnard & Co, Albion-chambers, Bristol. Fussell & Co.

Denning, John Swaine, & Wm Hy Harry, Birm, Drapers. March 6 at 3, at office of Jacques, Cherry-st, Birm.

Dowel, Benj Willet, Wellington-ter, New-rd, Hammersmith, Builder. March 1 at 12, at the Duke of Wellington Tavern, Drury-lane, Strand. Utton, Southampton-bldgs, Chancery-lane.

Enfield, Jas, Mereworth, Kent, Shoemaker. March 8 at 2.30, at offices of Goodwin, Mill-st, Maidstone.

Fabris, Francis Wm, Maida-vale, Middx, no occupation. March 10 at 2, at offices of Blackford & Riches, Gt Swan-alley, Moongate-st.

Fawcett, Thos, Bradford, York, Bootmaker. March 3 at 3, at 4, Bond-st, Bradford. Mossman.

Fisher, Wm, Earlsheaton, York, Blanket Manufacturer. March 6 at 3, at offices of Ibberson, Dewsbury.

Francis, Wm Edwd, Bristol, out of business. March 4 at 12, at the Swan Hotel, Bridge-st, Bristol.

Hardwick, John, Northampton, Shoe Manufacturer. March 6 at 12, at offices of Jeffery & Son, Newland, Northampton.

Harrison, Edwd, Sutterton, Lincoln, Grocer. March 7 at 11, at offices of Bailes, Churchyard, Boston.

Hibell, Benj Francis, Walsall, Stafford, Draper. March 6 at 3, at offices of Brevit, Church-st, Darlaston.

Hobson, Leonard, Leeds, Builder. March 4 at 11, at office of Hoppa, Bank-st, Leeds.

Holden, Geo, Walsall, Stafford, Plumber. March 7 at 12, at offices of Glover, Park-st, Walsall.

Holland, John, Brierley-hill, Stafford, Grocer. March 7 at 3, at offices of Tree, Broad-st, Worcester.

Hollis, Geo, West Cowes, Isle of Wight, Bootmaker. March 7 at 12, at the Dolphin Hotel, West Cowes.

Hord, Geo Wm, Sheffield, Silversmith. March 4 at 12, at offices o Mellor, Bank-st, Sheffield.

Hord, John Robinson, Sheffield, Silver Stamper. March 4 at 12, at offices of Mellor, Bank-st, Sheffield.

Horsfield, Thos, Birm, Woollen Draper. March 6 at 12, at offices of Mason, Townhall-chambers, New-st, Birm.

Howard, Asah, Cecil-st, Strand. Feb 28 at 3, at the George Hotel High-st, Bedford. Marshall, Hatton-garden.

Kemp, Jas, Kew-rd, Richmond, Ironmonger. March 13 at 3, at Ridler's Hotel, Holborn. Marshall, Lincoln's-inn-fields.

Leavesley, Thos, and Fredk Goodacre, Leicester, Boot Manufacturers. March 3 at 11, at offices of Harvey, Pocklington-walk, Leicester.

Mann, Wm Chas, Wortley, Leeds, Hat Manufacturer. March 8 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds.

Maughan, John, Newcastle-upon-Tyne, Tailor. March 6 at 12, at offices of Hoyle & Co, Mosley-st, Newcastle-upon-Tyne.

Maurice, Mortimer, Crantock, Cornwall, Clerk in Holy Orders. March 4 at 2, at offices of Whitefield, St Columb Major. Trevena, Truro.

McCarthy, Hy Wm, Frome, Somerset, Solicitor. March 3 at 4, at offices of McCarthy, Frome.

Moore, Wm Shepherd, South Shields, Durham, Veterinary Surgeon. March 3 at 12, at offices of Worlston, Hills-st, Gateshead.

Nuttman, Eliz, West Ham, Stratford, Baker. March 2 at 12, at office of Wood & Hare, Basinghall-st.

Gardham, Geo, Beverley, York, Bookseller. March 6 at 11, at offices of Shepherd & Co, Lairgate, Beverley. Roberts & Leak, Kingston-upon-Hull.

Gunton, Margaretta, Soham, Schoolmistress. March 6 at 12, at the Crown Hotel, Soham. Ellison, Cambridge.

Pawson, Thos, Doncaster, York, Hairdresser. March 6 at 2, at the Elephant Hotel, St Sepulchre-gate, Doncaster. Burdekin & Co.

Percival, Bertram, Enfield-lock, Clerk. March 7 at 12, at 21, Worship-st, Finsbury. Abbott.

Phillips, John Hy, Plymouth, Devon, Grocer. March 3 at 11, at the Odd Fellows' Hall, Ker-st, Devonport. Beer & Rundle, Devonport.

Pickering, Saml Joseph, Leeds, Provision Dealer. March 6 at 11, at offices of Spirett, East Parade, Leeds.

Quilter, Albert, George-bldgs, Old-st-rd, Mattress Maker. March 13 at 3, at office of Brighten, Bishopsgate-st Without.

Robson, Jas, Newcastle-upon-Tyne, Bootmaker. March 2 at 12, at offices of Keenlyside & Forster, Grainger-st West, Newcastle-upon-Tyne.

Rolfe, Stephen, Newbury, Berks, Smith. March 4 at 11, at the White Hart Inn, Market-pl, Newbury. Cave, Newbury.

Schofield, Geo, Wigan, Lancashire, Journeyman Boiler Maker. March 6 at 3, at office of France, Churchgate, Wigan.

Smith, Jas, Frizlington, Cumberland, Grocer. March 6 at 11, at office of Mason, Duke-st, Whitehaven.

Smith, Saml Richardson, Sheffield, Grocer. Feb 28 at 1, at offices of Broomhead & Co, Bank-chambers, George-st, Sheffield.

Sulby, Hy, Taunton, Somerset, Innkeeper. March 4 at 12, at offices of Reed & Cook, Paul-st, Taunton.

Sutton, Jas, Warrington, Lancashire, Hosier. March 8 at 11, at the County Court, Warrington. Moore.

Tapson, Jas Wm, Bristol, Licensed Victualler. March 6 at 1, at offices of Alexander & Co, Broad-st, Bristol. Miller, Bristol.

Thomas, Philemon, Cardiff, Glamorgan, Bookseller. March 7 at 11, at offices of Morgan, High-st, Cardiff.

Trenchard, John, and Jane Rose, Silchester-rd, Notting-hill, Grocers. March 6 at 3, at offices of Izard & Betts, Eastcheap. Brighten, Bishopsgate-st Without.

Turner, Wm Lovett, sen, Desborough, Northampton, out of business. March 15 at 11, at offices of Cave, High-st, Market Harborough.

Walker, Samuel John, Nottingham, Builder. March 6 at 12, at offices of Simpson, Bank-chambers, Nottingham. Wood.

Warner, Wm Hy, Cheltenham, Gloucester, Butcher. March 7 at 11, at offices of Marshall, Essex-pl, Cheltenham.

Wheatley, Joseph, Bourton-on-the-Hill, Gloucester, Baker. March 6 at 10, at the Unicorn Inn, Moreton-in-Marsh. Coulton, Moreton-in-Marsh.

Williams, Thos, Birkenhead, Chester, Draper. March 6 at 3, at offices of Anderson, Market-st, Birkenhead.

Wood, Darch Edward, Edmonton, Schoolmaster. March 8 at 11, at offices of Wyatt & Copeland, Moorgate-st. Head & Cooke, Mark-lane.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 17, 1871.

Alden, Thos Stamps, & Francis Alden, jun, Penn, Stafford, Common Brewers. March 6 at 12, at the Swan Hotel, Wolverhampton. Pitt, Worcester.

Baker, Wm Chas, Eversholt-st, Camden-town, Tailor. March 7 at 11, at offices of Sturt, Ironmonger-lane.

Beach, John Dobson, Kingston-on-Thames, Newsagent. March 11 at 1, at office of Sherrard, Clifford's-inn, Fleet-st.

Bircham, Thos Edwd (not Bucham, as previously advertized), Grace-church-st, Refreshment-house Keeper. March 1 at 12, at office of Bastard, Brabant-ct, Philpot-lane.

Bird, Jas, Sheffield, Boot Dealer. Feb 27 at 3, at offices of Clegg Bank-st, Sheffield.
Blacklaws, John Peat, Redcar, York, Comm Agent. March 2 at 3, at offices of Thompson, Finkle-st, Stockton-on-Tees.
Bollington, Geo, Stockport, Chester, Stonemason. Feb 28 at 3, at 19, Cannon-st, Manch. Law.
Bond, Joseph, St Columb Major, Cornwall, Builder. March 1 at 2, at offices of Whitefield, St Columb. Trevena, Truro.
Bowater, Philip, Wolverhampton, Stafford, Builder. Feb 25 at 11, at offices of Cresswell, Corner-bldgs, Bilston-st, Wolverhampton.
Brindley, John, Birkenhead, Chester, School Proprietor. March 3 at 2, at offices of Bellringer, North John-st, Lpool.
Bryan, Saml, Hoarwithy, Hereford, Machinist. March 6 at 11, at office of Garrold, Palace-yd, Hereford. Symonds.
Bult, John Joshua Michael, Oxford-st, Tailor. March 8 at 3, at office of Snell, George-st, Mansion House.
Cawley, Edwd, Wharton, Chester, Joiner. March 2 at 11, at office of Cooke, Church-st, Over, nr Winsford.
Cheshire, Fredc. Gt Berkhamsted, Hertford, Boot Manufacturer. Feb 27 at 12, at office of Capel, Lincoln's-inn-fields. Bullock, Lincoln's-inn-fields.
Collier, Chas, Frimley, Surrey, Builder. March 3 at 2, at the Duke of York Hotel, York Town, Frimley. Wheeler.
Collins, Lewis, Whitechapel-rd, Hatter. Feb 28 at 3, at the City Arms Tavern, Bloomfield-st, London-wall. Padmore.
Combe, Julius, Liverpool-rd, Islington, Builder. March 6 at 3, at offices of Izard & Betts, Eastcheap.
Coxon, Oliver, Birm, Draper. March 3 at 1, at the Rooms of the Home Trade Association, York-st, Manch. Beaton, Birm.
Delmard, Maurice, Manch, Artist. March 6 at 3, at offices of Rylance, Essex-st, Manch.
Eden, Jas Hy, Edenbridge, Kent, Hotel-keeper. March 1 at 12, at the Albion Hotel, Edenbridge. Minter, Folkestone.
Freeman, John Jacob, & Jas Mitchell Freeman, Barbican-market, Carpenters. March 1 at 11, at offices of Fenton, Worship-st, Finsbury.
Fullaway, Robt, Cardiff, Bootmaker. March 2 at 1, at offices of Barnard & Co, Cardiff. Ensor.
Gale, Jas, & Hy Ormston, Sunderland, Durham, Brass Founders. March 3 at 3, at office of Bell, Lambton-st, Sunderland.
Garlick, Jacob, Everton, Lpool, Licensed Victualler. Feb 28 at 2, at offices of Bartlett, Dale-st, Lpool.
Gay, Jas, Norbiton, Kingston-on-Thames, Baker. March 2 at 3, at Brook-st, Kingston-on-Thames. Sherrard, Clifford's-inn.
Godley, Edwd, Guildford, Surrey, out of business. March 3 at 2, at office of Stevens, Portsmouth-rd, Guildford.
Grant, Wm Robt, Stainlow, York, Farmer. March 6 at 1, at offices of Broomhead & Co, Bank-chambers, George-st, Sheffield.
Green, Jas, Kingston-upon-Hull, Bootmaker. Feb 28 at 2, at office of Summers, Manor-st, Kingston-upon-Hull.
Green, Wm, Atherton, Lancaster, Nailmaker. March 6 at 10, at office of Richardson & Dowling, Wood-st, Bolton.
Griffiths, Griffith, Swansea, Glamorgan, Licensed Victualler. Feb 28 at 2, at office of Morris, Rutland-st, Swansea.
Griffiths, Hy Powell, Ashton-under-Lyne, Lancaster, Coach Builder. March 2 at 11, at the Commercial Hotel, Old-st, Ashton-under-Lyne. Roscoe, Ashton-under-Lyne.
Hall, Robt, Lpool, Beerhouse Keeper. March 2 at 3, at office of Harris, Union-ct, Castle-st, Lpool.
Hall, Thos, Gt Marlow, Bucks, Licensed Victualler. March 1 at 11, at the Clayton Arms Inn, Gt Marlow. Clarke, High Wycombe.
Hardie, Emma Maria, Birm, Dealer in Stays. March 3 at 3, at offices of Wood, Waterloo-st, Birm.
Harris, Wm Arthur, Spring-grove, Kingston-upon-Thames, Builder. March 8 at 12, at office of Fallows & Whitehead, Lancaster-pl, Strand.
Howlett, Bedford-st, Covent-garden.
Hatton, Joseph Paul Cristopher, Fleet-st, Journalist. March 6 at 2, at 7, Furnival's-inn. Syms & Son.
Hobson, Joseph, Easingwold, York, Tanner. March 2 at 12, at office of Perkins, Minster-yd, York. Robinson & Son, Easingwold.
Holford, John, Middlewich, Chester, Publican. March 2 at 2, at office of Cooke, Kinderton st, Middlewich.
Holgate, Octavius, Saffron Walden, Essex, Tailor. March 7 at 3, at office of Hubbard, Bucklersbury.
Horsnail, Edwin Hy, Strood, Kent, Upholsterer. March 2 at 1, at offices of Nickinson & Co, Chancery-lane.
Howard, Nancy, Oxford-st, Greengrocer. March 2 at 12, at offices of Biddles, Southampton-bldgs, Chancery-lane.
Jones, Thos Green, Manch, General Salesman. March 3 at 2, at 60, King-st, Manch. Elliott & Hampson.
Kilminster, John Wm, Ashridge, Berks, Farmer. March 2 at 2, at the White Hart Inn, Market-pl, Newbury. Penniger, Newbury.
Land, John, Hawkridge, Somerset, Farmer. March 1 at 12, at offices of Friend, Post-office-chambers, Queen-st, Exeter.
Lascelles, Herbert Francis, Montpelier-row, Twickenham, Clerk. March 8 at 3, at office of Haynes, Serle-st, Lincoln's-inn.
Ling, Harry Robt, Rochester-row, Westminster, Eating-house Keeper. March 1 at 12, at offices of Birchall & Rogers, Southampton-bldgs, Chancery-lane. Harrison, Furnival's-inn, Holborn.
Lock, Jas, Wellington, Somerset, Potato Merchant. March 1 at 2, at offices of Trenchard & Walsh, Registry-pl, Taunton. Ransom, Wellington.
Mather, Wm, Greasborough, York, Joiner. Feb 27 at 4, at offices of Sugg, Fig-tree-chambers, Sheffield.
McDougall, Alex, Bradford, York, Potato Merchant. Feb 27 at 10, at offices of Atkinson, Drewton-st, Bradford. Rhodes, Bradford.
Naylor, Hy Todd, Lpool, Merchant. March 6 at 2, at office of Harmood & Co, North John-st, Lpool. Lace & Co, Lpool.
Newman, Esau, Westbury, Wilts, Publican. March 2 at 2, at Chard's Railway Hotel, Bath. Murly, Bristol.
Platt, John, Cordova-rd, Grove-rd, Mile-end, Brush Manufacturer. March 8 at 2, at 173, Ball's-pond-rd, Islington. Pope, Fenchurch-st.
Roach, Hy, Haverfordwest, Ale Merchant. Feb 28 at 2, at office of Lloyd, High-st, Haverfordwest.
Rogers, Geo, Pontypool, Monmouth, Bootmaker. Feb 28 at 1, at offices of Hancocks & Co, John-st, Bristol. Lloyd, Pontypool.
Russell, Geo, Leeds, Boot Manufacturer. March 3 at 2, at offices of Rooke & Midgley, Bank-bldgs, Boar-lane, Leeds.
Rust, Thos, Bedford, Coal Merchant. March 3 at 12, at office of Whyley & Piper, Dame Alice-st, Bedford.
Rutt, Geo, Purleigh, Essex, Farmer. March 6 at 12, at the King's Head Inn, Maldon. Evans, Maldon.
Sheward, Alfd, Junction-mews, Cambridge-ter, Paddington, Gent. March 6 at 11, at office of Pullen, Cloisters, Temple.
Shipley, Wm Saml, Plungar, Leicester, Clerk in Holy Orders. Feb 28 at 11, at the Assembly Rooms, Low-pavement, Nottingham. Parsons & Son.
Simcock, Thos, Lpool, Hairdresser. March 3 at 3, at offices of Harris, Union-ct, Castle-st, Lpool.
Simmons, Wm Edwd, Redditch, Worcester, Attorney. March 2 at 11, at office of Griffin, Bennett's-hill, Birm.
Simpson, John Hinchcliffe, Everton, Lpool, out of business. March 6 at 3, at offices of Ponton, Vernon-chambers, Vernon-st, Lpool.
Slade, John, Exeter, Innkeeper. March 2 at 3, at Collings' Black Horse Inn, Longbrook-st, Exeter. Fryer.
Toone, Benj, Leicester, Boot Manufacturer. March 2 at 11, at office of Harvey, Pocklington-walk, Leicester.
Tyers, Wm, jun, Nottingham, Joiner. March 3 at 12, at offices of Cranch, Low-pavement, Nottingham.
Wakefield, Wm Barnett, Bilton-fields, Warwick, Tile Manufacturer. March 1 at 2, at the Laurence Sherriff's Hotel, Rugby. Wratisland.
Walker, Ann, Lower Wortley, Leeds, Grocer. March 2 at 3, at office of Fernandes & Gill, Cross-sq, Wakefield.
Waller, Chas Ede, Luton, Bedford, Comm Agent. March 9 at 2, at offices of Good & Daniels, Poultry. Bailey, Luton.
Watkins, Wm Rees, Brynmawr, Brecon, out of business. March 7 at 1, at offices of Jones, Frogmore-st, Abergavenny.
Weaver, Joseph Warter, Lpool, Tailor. March 2 at 3, at offices of Ponton, Vernon-chambers, Vernon-st, Lpool.
Webster, Thos, & Thos Jas Turner, Garston, nr Lpool, Builders. March 7 at 1, at the Law Association Rooms, Cook-st, Lpool. Atkinson & Co, Lpool.
White, Isaac, Shortwood Collieries, Gloucester, Coal Proprietor. March 3 at 12, at offices of Abbot & Leonard, Albion-chambers, Bristol.
Wilkinson, John, & Jas Wilkinson, Sheffield, Joiners. Feb 28 at 2, at offices of Taylor, Norfolk-row, Sheffield.
Williams, Thos, Wainwen, nr Swansea, Labourer. March 4 at 2, at office of Morris, Rutland-st, Swansea.
Winser, Hy Jas, sen, Grafton-st, Soho, Gasfitter. Feb 25 at 11, at offices of Howell, Cheapside.
Woods, John, & Geo Woods, Northampton, Shoe Manufacturers. March 1 at 12, at office of Shoosmith, Newland, Northampton.
Woodward, Thos, Worksop, Nottingham, Tailor. Feb 28 at 1, at offices of Burdekin & Co, Norfolk-st, Sheffield.
Young, Richd, & Ralph Atkinson Young, Newcastle-upon-Tyne, Common Brewers. March 1 at 2, at offices of Joel, Market-st, Newcastle-upon-Tyne.